CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● JANUARY 14, 2025

City Commission Chamber	Regular City Commission Meeting	6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

HOLLY HILL
FLORIDA

City Commission Chamber
City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Debra Snow

District 2 – Commissioner
Penny Currie

District 3 – Commissioner
Jeffrey DeLanoy

District 4 – Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

a. Roll Call
b. Invocation by City Commissioner Debra Snow
c. Pledge of Allegiance

2. PRESENTATION

A. 1088 10th Street Update - Rob Cramp and Dr. Miriam Moore

3. RECESS THE CC MTG & CONVENE AS THE CRA

4. CRA AGENDA ITEM

1. –2025-R-1 CRA RESOLUTION - a Resolution of the Community Redevelopment Agency of the City of Holly Hill, Florida, Approving the Agreement with FPL in the Amount of $3,402,555 as an Option Where All of the Work is to be Completed by FPL with Listed Exceptions and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing an Effective.

   (Requested by Antoine Khoury, Public Works)

5. ADJOURN AS THE CRA & RECONVENE THE CC MTG

6. PUBLIC COMMENTS

7. APPROVAL OF MINUTES

1. Minutes - December 10, 2024 Regular City Commission Meeting and December 23, 2024 Special Called Meeting

   (Requested by Valerie Manning, City Clerk)

8. CONSENT AGENDA - ITEM (1)

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items. Is there anyone in the audience who wishes to speak on any item on the Consent Agenda?

1. Resolution –2025-R-2 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Professional Services Agreement for Accreditation for the Holly Hill Police Department; Authorizing the City Manager to Execute the Agreement; Providing for Severability; and Providing for an Effective Date.

   (Requested by Valerie Manning, City Clerk)

9. REGULAR AGENDA

1. Resolution –2025-R-3 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Grant Agreement H1114 with the Florida Division of Emergency Management in the Amount of $360,000 for the Provision and Installation of Three (3) Lift Station Bypass Pumps, Approving a Budget Amendment Request Transferring $479,289 to Fully Fund This Project Prior to Reimbursement and Authorizing the City Manager to Execute the Same; Providing Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

2. Resolution –2025-R-4 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Agreement with FPL in the Amount of $3,402,555 as an Option Where All of the Work is to be Completed by FPL with Listed Exceptions and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

3. Resolution –2025-R-5 A Resolution of the City Commission of the City of Holly Hill, Florida, Waiving the Bidding Requirements for Asphalt Repairs and Maintenance and Approving Expenditures for an Annual Amount Not to Exceed $75,000 to the Alternative Asphalt, LLC and Authorize the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

4. Resolution –2025-R-6 A Resolution of the City of Holly Hill, Florida, Appointing a Member to the Board of Planning and Appeals and Setting Forth the Term and Expiration Date for Said Member; and Providing for an Effective Date.

   (Requested by Valerie Manning, City Clerk)

10. PUBLIC HEARINGS

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant and supporters will be heard first. Those in opposition to the request will be heard next. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that speakers keep their comments brief and try to limit these comments to information not previously discussed. Speakers should state their name and address clearly for the record. The City Clerk's office is required to retain any documents, photographs, drawings, etc. that are shown to the City Commissioners in support of a position. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

1. Ordinance –2024-O-3080 SECOND READING - an Ordinance of the City of Holly Hill, Florida, Creating Section 58-135 (Camping or Sleeping on Public Property Prohibited) to Comply with Florida Statute Section 125.0231 to Prohibit the Camping or Sleeping on Public Property Under Certain Terms and Conditions; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

   (Requested by Nicole Kloetz, Police)

2. Ordinance –2025-O-3081 FIRST READING - an Ordinance of the City of Holly Hill, Florida, Approving the First Major Amendment to the Fountainhead Mixed Use Planned Unit Development (MPUD) Development Agreement; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

   (Requested by Brian Walker, Board of Planning and Appeals)

11. COMMUNICATIONS

A. City Manager Comments
B. City Attorney Comments
C. Mayor's Comments
D. City Commission Comments

12. ADJOURNMENT

Website Address – www.hollyhillfl.org (City Clerk)

NOTICE – If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and, for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not prepare or provide such a record.

For special accommodations, please notify the City Clerk's Office at least 72 hours in advance. (386) 248-9441

Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Commission proceedings should contact the City Clerk's Office no later than three (3) days prior to the proceedings.

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
CRA Resolution

MEETING DATE: **January 14, 2025**
FROM: **Antoine Khoury**
SUBJECT: **CRA RESOLUTION - a Resolution of the Community Redevelopment Agency of the City of Holly Hill, Florida, Approving the Agreement with FPL in the Amount of $3,402,555 as an Option Where All of the Work is to be Completed by FPL with Listed Exceptions and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing an Effective.**
NUMBER: **2025-R-1**
APPLICANT:
PLANNER:

DISCUSSION:

The Community Redevelopment Agency has received a proposal from FPL for the removal of overhead utilities along Ridgewood Avenue from Walker Street to northern City limits that include the installation of underground power grid that will make it more effective during a storm and will reduce the chances of power outages during these kind of events and eliminate the power poles and the removal of the power poles along the corridor

The proposal included three options:

. FPL will perform all work from installing the conduits to the removal of the poles @ a cost of $3,402,535.00.

. The city precure conduit installation with a tracer line and equipment pad installation at a cost of $2,140,556.00.

. The city precure all underground work at a cost of $1,569,115.

All of these cost include the city will be responsible for:

- Site restoration (sod, landscaping, pavement, sidewalks, etc.).
- Rearrangement of customer electric service entrances (requires electrician) from overhead to underground. Also, additional customer expense if local inspecting authorities require customer wiring to be brought up to current codes.
- Replacement of street and security lighting currently attached to the poles being removed.
- Removal and burial of other utilities (e.g. telecom, CATV, etc.).
- Any project scope changes that modify the enclosed drawings.
- Acquiring, describing, securing and recording of easements for underground.

- Staff is recommending the first option as the best option in the interest of the city, the experience of the first portion of the undergrounding project has caused a lot of delays due to the fact that two contractors were on the job and each was being delayed by the initial work that was completed. This option will keep the responsibility on FPL and the same contractor will be laying the conduit is installing the power lines as the conduits are installed underground.

- **FINANCIAL ANALYSIS:**

- The final amount needed for this payment $3,402,555 is budgeted in account #139-8110-580-6300 and Community Redevelopment fund balance.

- **STAFF RECOMMENDATION**:

- To approve and authorize the City Manager to execute the attached agreement with FPL to attached invoice and full payment of cost to be paid of $3,402,555 as option where all of the work is to be done by FPL without the following items:

  - Site restoration (sod, landscaping, pavement, sidewalks, etc.).
  - Rearrangement of customer electric service entrances (requires electrician) from overhead to underground. Also, additional customer expense if local inspecting authorities require customer wiring to be brought up to current codes.
  - Replacement of street and security lighting currently attached to the poles being removed.
  - Removal and burial of other utilities (e.g. telecom, CATV, etc.).
  - Any project scope changes that modify the enclosed drawings.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE ATTACHED AGREEMENT WITH FPL FOR PAYMENT OF COST TO BE PAID IN THE AMOUNT OF $3,402,555 AS AN OPTION WHERE ALL OF THE WORK IS TO BE COMPLETED BY FPL WITH LISTED EXCEPTIONS.

ATTACHMENTS:

- FPL Phase 3 Option 1 - FPL - Dec 2024 (1) (PDF)
- FPL Phase 3 Option 2 (PDF)
- FPL Phase 3 Option 3 (PDF)

- Phase 3 FPL Construction Plans Dec 2024 (PDF)

CRA Resolution No. 2025-1

CRA RESOLUTION - A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE AGREEMENT WITH FPL IN THE AMOUNT OF $3,402,555 AS AN OPTION WHERE ALL OF THE WORK IS TO BE COMPLETED BY FPL WITH LISTED EXCEPTIONS AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE.

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE AGREEMENT WITH FPL IN THE AMOUNT OF $3,402,555 AS AN OPTION WHERE ALL OF THE WORK IS TO BE COMPLETED BY FPL WITH LISTED EXCEPTIONS AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the Community Redevelopment Agency has received a proposal from FPL for the removal of overhead utilities along Ridgewood Avenue from Walker Street to the northern City limits that includes the installation of underground power grid; and

WHEREAS, the Community Redevelopment Agency recommends approval of the FPL Option 1, where FPL will perform all work from installing the conduits.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the Community Redevelopment Agency of the City of Holly Hill approve the proposal to Option 1 and authorize the City Manager to execute the same.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of JANUARY, 2025.

Florida Power & Light Company, 2220 Hammock Pl, Sarasota FL 34235

Attachment: FPL Phase 3 Option 1 - FPL - Dec 2024 (1) (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

December 23rd, 2024

Antoine Khoury PE
City Engineer/Public Works Director
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

Re: City of Holly Hill
Electric Facilities Conversion – Binding Cost Estimate
City of Holly Hill – Phase 3
WR # 12158318

Dear Mr. Khoury:

FPL welcomes the opportunity to assist you in determining if underground service is right for your area. As per your request, FPL has completed a binding cost estimate for the project designated as the City of Holly Hill – Phase 3 conversion project. The binding cost estimate amount, known as the Contribution In Aid of Construction (C.I.A.C.), required for converting the area to underground is $3,402,535. In addition, the cost estimate includes a more than $1,573,336 adjustment credit for both FPL's Avoided Storm Restoration Cost and as required in the C.I.A.C. formula, tariff Section 12.1, credit for an equivalent overhead system designed at the current hardened (i.e. extreme wind) standard. Further the cost assumes the following:

- FPL Performs All Work
- All work will be performed during the daylight hours, Monday through Friday, 8 A.M. to 5 P.M.. Any after hours work, e.g. disconnect/reconnect service appointments or requiring construction at night, would be an additional expense for the City.

This binding cost estimate is valid for 180 days and a response must be received within that timeframe. Should you agree to move forward with the project, please sign and return the enclosed documents. Once we receive the acceptance package (e.g. partially executed documents and C.I.A.C. payment), we will commence the construction process (i.e. initiate bid requests and material purchasing). Any deposits that you have already paid will be applied towards the C.I.A.C. and you must pay the remaining difference of $3,391,603 Net Due from BCE before we begin construction. Failure to execute the applicable Agreement and pay the C.I.A.C. specified in the Agreement within the 180-day time limit, or termination of the Agreement, shall result in the expiration of the binding cost estimate. However, if you choose to cancel your request or not respond in time, your engineering deposit will not be returned and the estimate will be withdrawn.

This estimate only includes the charges to be paid to FPL. There are additional costs which are the customer's responsibility and should also be considered. These potential costs include:

- Site restoration (sod, landscaping, pavement, sidewalks, etc).
- Rearrangement of customer electric service entrances (requires electrician) from overhead to underground. Also, additional customer expense if local inspecting authorities require customer wiring to be brought up to current codes.
- Replacement of street and security lighting currently attached to the poles being removed
- Removal and burial of other utilities (e.g. telecom, CATV, etc.).
- Any project scope changes that modify the enclosed drawings.
- Acquiring, describing, securing and recording of easements for underground facilities.

We look forward to working with you and your staff as this project progresses. If you have any questions, please contact me at 561-389-9976.

Sincerely,

Andrea Castelblanco
Project Manager – OH /UG Conversions
Power Delivery
FPL

Attachments

Attachment: FPL Phase 3 Option 1 - FPL - Dec 2024 (1) (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

Overhead to Underground Conversion - Customer Cost Sheet

Project: City of Holly Hill - Phase 3 **Date Estimate Provided to Customer: 12/23/2024**

FPL Performs All Work

1)	$	3,819,919	The estimated cost to install the requested underground facilities
2)	$	783,393	The estimated cost to remove the existing overhead facilities and the installation of required overhead facilities to serve the new underground system.
3)	$	372,559	The net book value of the existing overhead facilities
4)	$	(1,029,952)	The estimated cost that would be incurred to install new overhead facilities, in lieu of underground, to replace the existing overhead facilities (the "Hypothetical Overhead Facilities")
5)	$	-	The estimated salvage value of the existing overhead facilities to be removed
6)	$	(355,190)	The 30-year net present value of the estimated non-storm underground vs overhead operational costs differential
7)	$	(188,194)	The 30-year net present value of the estimated average Avoided Storm Restoration Costs ("ASRC")

Total CIAC	$	3,402,535	Contribution-In-Aid-of Construction
Engineering Dep	$	10,932	Less the Engineering Deposit previously collected for this project.
Net Due to FPL	$	3,391,603	

Cost Breakdowns for Customer Contributions

	Total	Labor/Vehicle	Material	Direct Engineering, Supervision, and Support
New UG Install (+)	$ 3,819,919	$ 1,845,108	$ 1,482,860	$ 491,951
Credit for equivalent OH (-)	$ (1,029,952)	$ (426,404)	$ (467,764)	$ (135,784)
OH Removal Cost & Make Ready (+)	$ 783,393	$ 467,033	$ 221,381	$ 94,979
Total	**$ 3,573,360**	**$ 1,885,737**	**$ 1,236,477**	**$ 451,146**
Net Book Value (+)	$ 372,559			
Operational Costs Differential	$ (355,190)	1.73 miles		$205,862 per mile
Avoided Storm Rest Costs	$ (188,194)			$109,074 per mile
Salvage Value (-)	$ -			
Total CIAC	**$ 3,402,535**			
Engineering Deposit (-)	$ 10,932	Engineering deposit previously collected		
Net Due FPL	**$ 3,391,603**			

Major Material Breakdown

	Quantity	Item
Install	52,507	Primary UG Cable (feet)
	5	UG Switch Cabinet (0 Vista Sw's)
	21	UG Transformer (each)
	6	Splice box for UG feeder (each)
Remove	21,101	OH Primary Conductor (feet)
	71	Poles (each)
	21	OH Transformer (each)
	1,143	Primary UG Cable (feet)

Attachment: FPL Phase 3 Option 1 - FPL - Dec 2024 (1) (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

APPLICANT-INSTALLED FACILITIES AGREEMENT FOR UNDERGROUND CONVERSIONS (WR # 12158318)

This Agreement, made and entered into this _____ day of _____, 20_____, by and between the City of Holly Hill (the "Applicant"), a Florida municipal corporation with an address of 1065 Ridgewood Ave, Holly Hill, FL 32117 and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation organized under the laws of the State of Florida, with an address of P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WITNESSETH:

WHEREAS, the Applicant has executed the appropriate underground facilities conversion agreement ("Conversion Agreement") with FPL to convert certain overhead electric distribution facilities (collectively the "Existing Overhead Facilities") to underground distribution facilities (collectively the "Underground Facilities"), as described in the aforementioned Conversion Agreement (hereinafter the "Conversion");

WHEREAS, the Applicant desires to perform itself, or through its Contractors, certain Work as such term is described in Exhibit A associated with the Conversion;

WHEREAS, FPL is willing, subject to all the terms and conditions set forth below in this Agreement, to allow the Applicant to perform the Work based on Applicant's assurance that such Work will be in accordance with FPL's designs, instructions, standards and specifications, and such Work will not adversely impact FPL or its electric customers;

NOW, THEREFORE, in recognition of the foregoing premises, and in consideration of the covenants and promises set forth herein below, FPL and Applicant do hereby agree as follows:

1. **Compliance with Tariff**. Applicant shall comply with and abide by the requirements, terms, and conditions of this Agreement, the Conversion Agreement, and FPL's electric tariff (the "Tariff").

2. **Conditions for Work to be Performed.** Applicant shall, at its own cost and expense, perform or cause to be performed, all Work, as described in Exhibit A, in accordance with the terms and conditions of this Agreement and the standards and specifications shown in Exhibit B. The Applicant shall provide all survey and staking to ensure that all Underground Facilities are installed as shown in the Conversion Agreement and provide As-Built prints to FPL within two (2) weeks of installation, signed and certified by a Florida registered surveyor along with a FPL "Redline" document.

3. **Commencement of Work**. Applicant shall perform the Work, or any portion of the Work, only upon receipt of a notice to proceed containing the approved drawings, specifications and instructions from FPL ("Notice to Proceed"). After receipt of the Notice to Proceed, Applicant shall provide written notice of intent to commence work to FPL at least five (5) days prior to commencement of such Work. Applicant shall not perform any excavation

Attachment: FPL Phase 3 Option 1 - FPL - Dec 2024 (1) (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

work without first notifying Sunshine State One Call for identification and marking of existing underground utilities and complying with the excavation requirements set forth in Florida Statute Chapter 556.

4. **Materials**. All Materials are to be supplied by FPL and shall be picked up by Applicant at the following address _____ at a mutually agreed upon time, typically with 5 business days minimum notice, but no more than 15 business days notice, unless mutually agreed upon. Alternatively, FPL will, at Applicant's expense, have the material delivered to a mutually agreed upon location. Applicant assumes liability for any materials lost, stolen or damaged once these materials are picked up by, or delivered to, the Applicant.

5. **Contractors**. Applicant may enter into a contract with a contractor for the performance of the Work, or any portion thereof, provided that the contractor has been approved by FPL in writing prior to execution of such contract. Applicant shall not make any substitution of any contractor for the performance of Work unless the substitution is approved by FPL in writing. The Applicant's contractor(s) shall perform ALL work as outlined within Exhibit A & Exhibit B. No contract or purchase order between Applicant and its contractor(s) shall bind or purport to bind FPL, but each contractor entering into a contract with Applicant with respect to the Work shall name FPL as an intended third-party beneficiary and include a provision permitting its assignment to FPL upon FPL's written request, following default by Applicant or termination or expiration of this Agreement. Applicant shall provide FPL with written certification from each of its contractors performing Work that all warranties, guarantees and obligations of such contractors are equivalent or better than those granted by such contractor to FPL for similar work and shall require that each such contractor name FPL as an intended third party beneficiary of such warranties, guarantees and obligations with the same rights of enforcement as Applicant. Applicant shall assign all representations, warranties, guaranties, and obligations of all contractors at the request and direction of FPL, and without recourse to Applicant, to FPL upon default by Applicant or termination or expiration of this Agreement; provided, however, that, notwithstanding such assignment, Applicant shall be entitled to enforce each such representation, warranty, guaranty, and obligation so long as Applicant has any liability under this Agreement. Applicant hereby assigns to FPL, effective as of the termination or expiration of this Agreement, all representations, warranties, guaranties and obligations of all Contractors.

6. **Right of Entry**. FPL reserves the right, together with its agents or designees to enter the Jobsite as it may elect for the purpose of inspecting the Work, or constructing or installing such collateral work as it may desire, or testing, boring or surveying, or any other purpose.

7. **Inspection and Correction of Deficiencies**.

7.1. All Work shall be properly inspected and tested, if appropriate, by Applicant and shall at all times be subject to additional inspection by FPL and its designee(s).

Attachment: FPL Phase 3 Option 1 - FPL - Dec 2024 (1) (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

7.2. Neither the failure to make such inspection, nor the failure to discover defective workmanship, materials, or equipment, nor approval of or payment to Applicant for such Work shall prejudice the rights of FPL thereafter to correct or reject the same.

7.3. Applicant shall correct any deficiencies found with the Work, including but not limited to discrepancies that are inconsistent with FPL's design, instructions, standards or specifications within two (2) business days. If Applicant does not adequately rectify the identified deficiencies in the required timeframe, FPL may, at its sole discretion, perform, or have performed by its contractor the required repairs and Applicant shall pay FPL for any costs incurred. These requirements apply whether the discovery of deficiencies occurs while Applicant is performing its Work or while FPL, or its contractor, is performing its portion of the work.

7.4. If any Work or part thereof is covered over contrary to the requirements of this Agreement or the written request of FPL, it must, if required by FPL, be uncovered for observation and inspection and covered again at Applicant's sole expense.

7.5. If any Work that FPL has not specifically requested to observe and inspect prior to being covered has been covered, FPL may request to see such Work or part thereof and it shall be uncovered by Applicant. If such Work or part thereof is found to be in accordance with this Agreement, the cost of uncovering and covering again shall be paid by FPL. If such Work or part thereof fails to meet the requirements of this Agreement, Applicant shall pay all costs of uncovering, correcting, and covering again.

7.6. Applicant shall pay FPL for all time spent reviewing and inspecting Applicant's Work.

7.7. No electric customers shall be connected to the Underground Facilities prior to all deficiencies being rectified.

8. <u>Indemnity / Liability of Applicant</u>.

8.1. Subject to the provisions and limitations of Florida law, Applicant shall protect, defend, indemnify and hold FPL free and unharmed from and against any liabilities whatsoever resulting from or in connection with this Agreement, the Conversion or in connection with the performance of the Work by the Applicant, its employees, agents, Contractors or Contractors' employees. The Applicant's indemnity obligations to FPL shall not apply to any claims or liabilities that are caused by the sole negligence of FPL.

8.2. Applicant shall assume full responsibility for all damages and all restoration arising in connection with the Work.

Attachment: FPL Phase 3 Option 1 - FPL - Dec 2024 (1) (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

9. **Design Work**. FPL shall provide all design, instruction, standards and specifications necessary to perform the Conversion.

10. **Completion of Work and Ownership**. Applicant shall complete the Work by _____ _____, 20_____ and notify FPL when said Work is complete. Upon FPL's final written approval of the completion of the Work ("Acceptance"), Applicant acknowledges that all rights, title and interest, free and clear of all liens, in and to the Work shall vest in FPL. If requested by FPL, Applicant shall provide FPL, in a form acceptable to FPL, an affidavit of Applicant certifying payment of all indebtedness to all Contractors and a written release of liens from Applicant and each Contractor.

11. **No Liability by FPL**. FPL assumes no liability due to any damage, misunderstanding of installation drawings or specifications, or any actions due to Applicant or its Contractor.

12. **Suspension for Cause:**

12.1. FPL may at its sole discretion, by Notice, temporarily suspend the Work, or any portion thereof, under this Agreement when the performance by Applicant or its contractor is unsatisfactory by FPL to obtain the results required by this Agreement.

12.2. The methods by which Applicant performs its Work are entirely the responsibility of Applicant. FPL's right to suspend Work is intended solely to verify that the Work being performed by Applicant and its Contractor conforms to the design, instruction, standards and specifications and shall not obligate FPL to review the efficiency, adequacy or safety of Applicant's or its Contractors methods or means of operation or construction.

12.3. Any additional costs incurred by Applicant resulting from such suspension shall be borne solely by Applicant.

12.4. If Applicant immediately corrects the unsatisfactory condition FPL shall authorize resumption of the Work. Applicant's failure to immediately effect correction of the unsatisfactory conditions shall be cause for termination of this Agreement.

13. **Termination for Cause:**

13.1. FPL may, upon Notice to Applicant, and without prejudice to any remedy available to FPL under law, in equity or under this Agreement, terminate the whole or any part of this Agreement for cause and take possession of the Work without termination charge, penalty or obligation in the event Applicant fails to perform a material obligation under this Agreement and fails to cure such material obligation default within a reasonable period of time, but in no event more than ten (10) business days, after Notice from FPL specifying the nature of such default (any such termination referred to as a "Termination for Cause").

Attachment: FPL Phase 3 Option 1 - FPL - Dec 2024 (1) (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

13.2. In the event of Termination for Cause by FPL, Applicant shall:

a. Unless instructed otherwise in the Notice, immediately stop all Work hereunder;
b. Issue no further contracts except with the prior written consent of FPL;
c. Assign to FPL, to the extent requested by FPL, all rights of Applicant under contracts outstanding;
d. Terminate, to the extent requested by FPL, outstanding contracts;
e. Fully cooperate and refrain from hindering or interfering in any manner with any other persons or parties currently or prospectively performing the Work; and
f. Take any other action toward termination, or toward preservation of the Work, that FPL may direct.

13.3. Upon a Termination for Cause, all obligations of FPL hereunder shall terminate effective immediately. Upon such Termination for Cause, FPL may either rework or take over the terminated Work and proceed to provide such materials, supplies, equipment and labor of both FPL and FPL contractors, as may be reasonably necessary to complete said Work. FPL may have any partially fabricated portion of the Work removed from Applicant's or contractor's facilities upon Notice to Applicant. Applicant shall be liable for any increase of FPL's costs, including rework costs, incurred by FPL as a result of FPL's termination of the contract for cause.

13.4. In the event of Termination for Cause, FPL shall have no liability to Applicant for costs incurred by Applicant as a result of such termination.

14. **Termination Prior to Construction**. Applicant may terminate this Agreement at any time prior to the start of construction. If Applicant elects to still complete the Conversion, then the Contribution-In-Aid-of-Construction (CIAC) amount provided in the Conversion Agreement shall be revised accordingly. The revised Conversion Agreement must be executed and any additional CIAC due received by FPL prior to the start of construction.

15. **Assignment**. This Agreement is not assignable.

16. **Applicant's Payments to FPL.** Any monies that are owed by Applicant to FPL under this Agreement shall be paid to FPL within thirty (30) days of FPL producing an invoice.

17. **Notice**. As used herein, the term "Notice" shall mean any formal written correspondence providing notice of action, purpose, intent or the like given under the provisions of this Agreement. Unless otherwise provided in this Agreement, Notice shall be delivered in person, by courier or by certified mail and shall be effective when received. General correspondence is not categorized as Notice.

Attachment: FPL Phase 3 Option 1 - FPL - Dec 2024 (1) (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

IN WITNESS WHEREOF, FPL and Applicant have executed this Agreement for the provision of Applicant-Installed facilities to be effective as of the date first above written.

For: _____

By:_____
(signature)

Name:_____
(print or type)

Title:_____
(print or type)

By:_____
(signature)

Name:_____
(print or type)

Title:_____
(print or type)

Approved as to Terms and Conditions:_____
(signature/title)

Approved as to Form and Legal Sufficiency:_____
(signature/title)

For **FLORIDA POWER & LIGHT COMPANY**

By:_____
(signature)

Name:_____
(print or type)

Title:_____
(print or type)

Attachment: FPL Phase 3 Option 1 - FPL - Dec 2024 (1) (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

FLORIDA POWER & LIGHT COMPANY

UNDERGROUND FACILITIES CONVERSION AGREEMENT

This Agreement, is made and entered into this _____day of _____,_____, by and between The City of Holly Hill ("Applicant"), with an address of 1065 Ridgewood Ave, Holly Hill, FL 32117 and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation with an address of 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WHEREAS, the Applicant has requested that FPL convert certain overhead electric distribution facilities located within the following boundaries (the "Conversion"):

City of Holly Hill - Phase 3 – Ridgewood Ave – From Walker Street to Northern Limits of the City (Espanola Ave) on the West of the roadway

NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth herein, and other consideration the sufficiency of which is hereby acknowledged, the parties intending to be legally bound, hereby covenant and agree as follows:

1. **Avoided Storm Restoration Cost ("ASRC") Eligibility Criteria.** The Applicant represents and warrants that it meets, and is capable and willing to enforce, the applicable eligibility criteria for the Conversion.

2. **Contribution-in-Aid-of-Construction (CIAC).** The Applicant shall pay FPL a CIAC as required by FPL's Electric Tariff and Section 25-6.115 of the Florida Administrative Code.

i. CIAC (excluding ASRC)	$ 3,945,919
ii. ASRC	$ - 188,194
iii. Operational Cost Differential	$ -355,190
iv. CIAC Due	$ 3,402,535

In the event the actual cost of the Conversion (excluding ASRC) exceeds the estimate, the CIAC (excluding ASRC) shall be adjusted by the lesser of (a) the difference between the actual cost of the Conversion and the estimate, or (b) 10% of the CIAC (excluding ASRC) identified above. The ASRC shall also be adjusted accordingly and the Applicant shall pay FPL the resulting difference in the amount of the CIAC Due.

3. **Applicant-Installed Facilities.** The Applicant may, upon entering into an applicant-installed facilities agreement satisfactory to FPL, construct and install all or a portion of the Underground Facilities. Such work must meet FPL's construction standards and FPL will own and maintain the completed facilities. The Applicant agrees to rectify any deficiencies, found by FPL, prior to the connection of any customers to the Underground Facilities and the removal of the Existing Overhead Facilities.

4. **Compliance with Tariff.** The Applicant agrees to comply with and abide by the requirements, terms, and conditions of FPL's Electric Tariff.

Attachment: FPL Phase 3 Option 1 - FPL - Dec 2024 (1) (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

FLORIDA POWER & LIGHT COMPANY

5. **Timing of Conversion.** Upon compliance by the Applicant with the requirements, terms, and conditions of FPL's Electric Tariff, this Agreement and any other applicable agreements, FPL will proceed in a timely manner with the Conversion in accordance with the construction drawings and specifications set forth in Attachment A hereof.

6. **Relocation.** In the event that the Underground Facilities are part of, or are for the purposes of, relocation, then this Agreement shall be an addendum to the relocation agreement between FPL and the Applicant. In the event of any conflict between the relocation agreement and this Agreement or the Electric Tariff, this Agreement and the Electric Tariff shall control.

7. **Term.** This Agreement shall remain in effect for as long as FPL or any successor or assign owns or operates the Underground Facilities.

8. **ASRC Repayment.** If the Applicant does not satisfy the relevant eligibility criteria, the Applicant shall repay the ASRC within 30 days of written notice from FPL of such failure. Additionally, if at any point within 30 years of completion of the Underground Facilities installation, the Applicant elects to have electric service within the Conversion Area supplied by a provider other than FPL, the Applicant shall repay FPL a pro-rata share of the ASRC. The pro-rata share (which shall reflect partial years) shall be determined as follows:

   ASRC * [(30 – years since the Underground Facilities completion date) / 30]

   Non-governmental-Applicants shall provide, at the time of execution of this Agreement, either a surety bond or irrevocable bank letter of credit (the "Security Instrument") in a form acceptable to FPL evidencing ability to repay the ASRC. This Security Instrument shall remain in effect until such time as all customers within the Conversion Area are converted. The Applicant may provide either an amended or replacement Security Instrument in a form acceptable to FPL at any time to reflect the pro-rata adjustments to the ASRC amount. If, upon notice of cancellation or prior to expiration of the Security Instrument, a replacement Security Instrument in a form acceptable to FPL is not provided by the Applicant to FPL, FPL will require the third party issuing the Security Instrument to pay the full balance due in accordance with this Agreement in cash.

9. **Termination Prior to the Conversion Completion.** Failure by the Applicant to comply with any of the requirements, terms, or conditions of this Agreement or FPL's Electric Tariff shall result in termination of this Agreement. The Applicant may terminate this Agreement at any time prior to the start of the Conversion and the CIAC paid by the Applicant will be refunded to the Applicant; provided however, that the refund of the CIAC shall be offset by any costs incurred by FPL in performing under the Agreement up to the date of termination.

10. **Assignment.** The Applicant shall not assign this Agreement without the written consent of FPL.

11. **Adoption and Recording.** This Agreement shall be adopted by the Applicant and maintained in the official records of the Applicant for the duration of the term of this Agreement. This Agreement also shall be recorded in the Official Records of the County in which the Underground Facilities are located, in the place and in the manner in which deeds are typically recorded.

12. **Conflict between Terms of Franchise Agreement.** In the event of a conflict between the terms of this Agreement and any permit or franchise agreement entered into by Applicant and FPL, the terms of this Agreement shall control.

Attachment: FPL Phase 3 Option 1 - FPL - Dec 2024 (1) (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

FLORIDA POWER & LIGHT COMPANY

13. **Applicability.** This subpart applies to requests for underground facilities addressing the conversion of existing overhead facilities. In order for the Company to take action pursuant to a request for conversion:
    a. the conversion area must be at least two contiguous city blocks or 1,000 feet in length;
    b. all electric services to the real property on both sides of the existing overhead primarily lines must be part of the conversion;
    c. all other existing overhead utility facilities (e.g. telephone, CATV, etc.) must also be converted to underground facilities.

IN WITNESS WHEREOF, FPL and the Applicant have executed this Agreement on the date first set forth above.

CITY OF HOLLY HILL

Signed_____

Name _____

Title _____

Signed_____

Name _____

Title_____

Approved as to Terms and Conditions (if required by Applicant)

Signed_____

Name_____

Title _____

Approved as to Form and Legal Sufficiency (if required by Applicant)

Signed_____

Name_____

Title _____

FPL

Signed _____

Name _____

Title _____

Attachment: FPL Phase 3 Option 1 - FPL - Dec 2024 (1) (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

NOTIFICATION OF FPL FACILITIES

Customer/Agency City of Holly Hill
Date of Meeting/Contact: December 23rd, 2024
Developer/Contractor Name City of Holly Hill
Project Number/Name: City of Holly Hill-Ph 3 OH-UG Conversion
Location of Project: Ridgewood Ave – From Walker Street to Northern Limits of the City (Espanola Ave) on the West of the roadway
City: City of Holly Hill
FPL Representative: Andrea Castelblanco
Phone: 561-389-9976
Developer/Contractor Representative: Joseph A Forte
FPL Work Request #/Work Order #: 12158318

FPL calls your attention to the fact that there may be energized, high voltage electric lines, both overhead and underground, located in the area of this project. It is imperative that you visually survey the area and that you also take the necessary steps to identify all overhead and underground facilities prior to commencing construction to determine whether the construction of any proposed improvements will bring any person, tool, machinery, equipment or object closer to FPL's power lines than the OSHA-prescribed limits. If it will, you must either re-design your project to allow it to be built safely given the pre-existing power line location, or make arrangements with FPL to either deenergize and ground our facilities, or relocate them, possibly at your expense. You must do this before allowing any construction near the power lines. It is impossible for FPL to know or predict whether or not the contractors or subcontractors, and their employees, will operate or use cranes, digging apparatus or other mobile equipment, or handle materials or tools, in dangerous proximity to such power lines during the course of construction, and, if so, when and where. Therefore, if it becomes necessary for any contractor or subcontractor, or their employees, to operate or handle cranes, digging apparatus, draglines, mobile equipment, or any other equipment, tools or materials in such a manner that they might come closer to underground or overhead power lines than is permitted by local, state or federal regulations, you and any such contractor or subcontractor must notify FPL in writing of such planned operation prior to the commencement thereof and make all necessary arrangements with FPL in order to carry out the work in a safe manner. Any work in the vicinity of the electric lines should be suspended until these arrangements are finalized and implemented.

The National Electrical Safety Code ("NESC") prescribes minimum clearances that must be maintained. If you build your structure so that those clearances cannot be maintained, you may be required to compensate FPL for the relocation of our facilities to comply with those clearances. As such, you should contact FPL prior to commencing construction near pre-existing underground or overhead power lines to make sure that your proposed improvement does not impinge upon the NESC clearances.

It is your responsibility and the responsibility of your contractors and subcontractors on this project to diligently fulfill the following obligations:

1. Make absolutely certain that all persons responsible for operating or handling cranes, digging apparatus, draglines, mobile equipment or any equipment, tool, or material capable of contacting a power line, are in compliance with all applicable state and federal regulations, including but not limited to U.S. Department of Labor OSHA Regulations, while performing their work.
2. Make sure that all cranes, digging apparatus, draglines, mobile equipment, and all other equipment or materials capable of contacting a power line have attached to them any warning signs required by U.S. Department of Labor OSHA Regulations.
3. Post and maintain proper warning signs and advise all employees, new and old alike, of their obligation to keep themselves, their tools, materials and equipment away from power lines per the following OSHA minimum approach distances (refer to OSHA regulations for restrictions):

*Power Line Voltages	**Personnel and Equipment (29 CFR 1910.333 and 1926.600)	Cranes and Derricks (29 CFR 1926.1407, 1408)	Travel under or near Power Lines (on construction sites, no load) (29 CFR 1926.600 – Equipment)	(1926.1411 – Cranes and Derricks)
0 - 750 volts	10 Feet	10 Feet	4 Feet	4 Feet
751 - 50,000 volts	10 Feet	10 Feet	4 Feet	6 Feet
69,000 volts	11 Feet	15 Feet	10 Feet	10 Feet
115,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
138,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
230,000 volts	16 Feet	20 Feet	10 Feet	10 Feet
500,000 volts	25 Feet	25 Feet	16 Feet	16 Feet

*When uncertain of the voltage, maintain a distance of 20 feet for voltages up to 350,000 volts and 50 feet for voltages greater than 350,000 volts.
**For personnel approaching insulated secondary conductors less than 750 volts, avoid contact (Maintain 10 Feet to bare energized conductors less than 750 volts). For qualified personnel and insulated aerial lift equipment meeting requirements of 29 CFR 1910.333, distances may be reduced to those shown in 29 CFR 1910.333 Table S-5.

4. All excavators are required to contact the Sunshine State One Call of Florida, phone number 1-800-432-4770 or 811 a minimum of two working days (excluding weekends) in advance of commencement of excavation to ensure facilities are located accurately.
5. Conduct all locations and excavations in accordance with the Florida Statute 556 of the Underground Facilities Damage Prevention & Safety Act and all local city and county ordinances that may apply.
6. When an excavation is to take place within a tolerance zone, an excavator shall use increased caution to protect underground facilities. The protection requires hand digging, pot holing, soft digging, vacuum methods, or similar procedures to identify underground facilities.

A copy of this notification must be provided by you to each contractor and subcontractor on this project, to be shared with their supervision and employees prior to commencing work on this project.

Email
Means by which this notification was provided to customer and/or contractor

akhoury@hollyhillfl.org
Address

FPL Representative Signature

Date

Customer/Developer/Contractor Representative Signature

Date

Form 360 (Rev. 1/9/12)

Attachment: FPL Phase 3 Option 1 - FPL - Dec 2024 (1) (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

Florida Power & Light Company, 2220 Hammock Pl, Sarasota FL 34235

October 30th, 2024

Antoine Khoury PE
City Engineer/Public Works Director
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

Re: City of Holly Hill
Electric Facilities Conversion – Binding Cost Estimate
City of Holly Hill – Phase 3
WR # 12158318

Dear Mr. Khoury:

FPL welcomes the opportunity to assist you in determining if underground service is right for your area. As per your request, FPL has completed a binding cost estimate for the project designated as the City of Holly Hill – Phase 3 conversion project. The binding cost estimate amount, known as the Contribution In Aid of Construction (C.I.A.C.), required for converting the area to underground is $2,140,556. In addition, the cost estimate includes a more than $1,573,550 adjustment credit for both FPL's Avoided Storm Restoration Cost and as required in the C.I.A.C. formula, tariff Section 12.1, credit for an equivalent overhead system designed at the current hardened (i.e. extreme wind) standard. Further the cost assumes the following:

- Customer Performs Some Work - Conduit and equipment pad installation.
- All work will be performed during the daylight hours, Monday through Friday, 8 A.M. to 5 P.M.. Any after hours work, e.g. disconnect/reconnect service appointments or requiring construction at night, would be an additional expense for the City.

This binding cost estimate is valid for 180 days and a response must be received within that timeframe. Should you agree to move forward with the project, please sign and return the enclosed documents. Once we receive the acceptance package (e.g. partially executed documents and C.I.A.C. payment), we will commence the construction process (i.e. initiate bid requests and material purchasing). Any deposits that you have already paid will be applied towards the C.I.A.C. and you must pay the remaining difference of $2,129,624 Net Due from BCE before we begin construction. Failure to execute the applicable Agreement and pay the C.I.A.C. specified in the Agreement within the 180-day time limit, or termination of the Agreement, shall result in the expiration of the binding cost estimate. However, if you choose to cancel your request or not respond in time, your engineering deposit will not be returned and the estimate will be withdrawn.

Attachment: FPL Phase 3 Option 2 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

This estimate only includes the charges to be paid to FPL. There are additional costs which are the customer's responsibility and should also be considered. These potential costs include:

- Site restoration (sod, landscaping, pavement, sidewalks, etc).
- Rearrangement of customer electric service entrances (requires electrician) from overhead to underground. Also, additional customer expense if local inspecting authorities require customer wiring to be brought up to current codes.
- Replacement of street and security lighting currently attached to the poles being removed
- Removal and burial of other utilities (e.g. telecom, CATV, etc.).
- Any project scope changes that modify the enclosed drawings.
- Acquiring, describing, securing and recording of easements for underground facilities.

We look forward to working with you and your staff as this project progresses. If you have any questions, please contact me at 561-389-9976.

Sincerely,

Andrea Castelblanco
Project Manager – OH /UG Conversions
Power Delivery
FPL

Attachments

Attachment: FPL Phase 3 Option 2 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

Overhead to Underground Conversion - Customer Cost Sheet

Project: City of Holly Hill - Phase 3 **Date Estimate Provided to Customer: 10/30/2024**

Customer Performs Partial UG Work - Conduit and Concrete Installation

1)	$	2,558,154	The estimated cost to install the requested underground facilities
2)	$	783,393	The estimated cost to remove the existing overhead facilities and the installation of required overhead facilities to serve the new underground system.
3)	$	372,559	The net book value of the existing overhead facilities
4)	$	(1,030,166)	The estimated cost that would be incurred to install new overhead facilities, in lieu of underground, to replace the existing overhead facilities (the "Hypothetical Overhead Facilities")
5)	$	-	The estimated salvage value of the existing overhead facilities to be removed
6)	$	(355,190)	The 30-year net present value of the estimated non-storm underground vs overhead operational costs differential
7)	$	(188,194)	The 30-year net present value of the estimated average Avoided Storm Restoration Costs ("ASRC")

Total CIAC	$	2,140,556	Contribution-In-Aid-of Construction
Engineering Dep	$	10,932	Less the Engineering Deposit previously collected for this project.
Net Due to FPL	$	2,129,624	

Cost Breakdowns for Customer Contributions

	Total	Labor/Vehicle	Material	Direct Engineering, Supervision, and Support
New UG Install (+)	$ 2,558,154	$ 571,441	$ 1,492,077	$ 494,636
Credit for equivalent OH (-)	$ (1,030,166)	$ (426,404)	$ (467,945)	$ (135,817)
OH Removal Cost & Make Ready (+)	$ 783,393	$ 467,033	$ 221,381	$ 94,979
Total	**$ 2,311,381**	**$ 612,070**	**$ 1,245,513**	**$ 453,798**
Net Book Value (+)	$ 372,559			
Operational Costs Differential	$ (355,190)	1.73 miles		$205,862 per mile
Avoided Storm Rest Costs	$ (188,194)			$109,074 per mile
Salvage Value (-)	$ -			
Total CIAC	**$ 2,140,556**			
Engineering Deposit (-)	$ 10,932	Engineering deposit previously collected		
Net Due FPL	**$ 2,129,624**			

Major Material Breakdown

	Quantity	Item
Install	52,597	Primary UG Cable (feet)
	5	UG Switch Cabinet (0 Vista Sw's)
	21	UG Transformer (each)
	7	Splice box for UG feeder (each)
Remove	21,101	OH Primary Conductor (feet)
	71	Poles (each)
	21	OH Transformer (each)
	1,143	Primary UG Cable (feet)

Attachment: FPL Phase 3 Option 2 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

APPLICANT-INSTALLED FACILITIES AGREEMENT FOR UNDERGROUND CONVERSIONS (WR # 12158318)

This Agreement, made and entered into this _____ day of _____, 20_____, by and between the City of Holly Hill (the "Applicant"), a Florida municipal corporation with an address of 1065 Ridgewood Ave, Holly Hill, FL 32117 and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation organized under the laws of the State of Florida, with an address of P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WITNESSETH:

WHEREAS, the Applicant has executed the appropriate underground facilities conversion agreement ("Conversion Agreement") with FPL to convert certain overhead electric distribution facilities (collectively the "Existing Overhead Facilities") to underground distribution facilities (collectively the "Underground Facilities"), as described in the aforementioned Conversion Agreement (hereinafter the "Conversion");

WHEREAS, the Applicant desires to perform itself, or through its Contractors, certain Work as such term is described in Exhibit A associated with the Conversion;

WHEREAS, FPL is willing, subject to all the terms and conditions set forth below in this Agreement, to allow the Applicant to perform the Work based on Applicant's assurance that such Work will be in accordance with FPL's designs, instructions, standards and specifications, and such Work will not adversely impact FPL or its electric customers;

NOW, THEREFORE, in recognition of the foregoing premises, and in consideration of the covenants and promises set forth herein below, FPL and Applicant do hereby agree as follows:

1. **Compliance with Tariff**. Applicant shall comply with and abide by the requirements, terms, and conditions of this Agreement, the Conversion Agreement, and FPL's electric tariff (the "Tariff").

2. **Conditions for Work to be Performed.** Applicant shall, at its own cost and expense, perform or cause to be performed, all Work, as described in Exhibit A, in accordance with the terms and conditions of this Agreement and the standards and specifications shown in Exhibit B. The Applicant shall provide all survey and staking to ensure that all Underground Facilities are installed as shown in the Conversion Agreement and provide As-Built prints to FPL within two (2) weeks of installation, signed and certified by a Florida registered surveyor along with a FPL "Redline" document.

3. **Commencement of Work**. Applicant shall perform the Work, or any portion of the Work, only upon receipt of a notice to proceed containing the approved drawings, specifications and instructions from FPL ("Notice to Proceed"). After receipt of the Notice to Proceed, Applicant shall provide written notice of intent to commence work to FPL at least five (5) days prior to commencement of such Work. Applicant shall not perform any excavation

Attachment: FPL Phase 3 Option 2 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

work without first notifying Sunshine State One Call for identification and marking of existing underground utilities and complying with the excavation requirements set forth in Florida Statute Chapter 556.

4. **Materials**. All Materials are to be supplied by FPL and shall be picked up by Applicant at the following address _____ at a mutually agreed upon time, typically with 5 business days minimum notice, but no more than 15 business days notice, unless mutually agreed upon. Alternatively, FPL will, at Applicant's expense, have the material delivered to a mutually agreed upon location. Applicant assumes liability for any materials lost, stolen or damaged once these materials are picked up by, or delivered to, the Applicant.

5. **Contractors**. Applicant may enter into a contract with a contractor for the performance of the Work, or any portion thereof, provided that the contractor has been approved by FPL in writing prior to execution of such contract. Applicant shall not make any substitution of any contractor for the performance of Work unless the substitution is approved by FPL in writing. The Applicant's contractor(s) shall perform ALL work as outlined within Exhibit A & Exhibit B. No contract or purchase order between Applicant and its contractor(s) shall bind or purport to bind FPL, but each contractor entering into a contract with Applicant with respect to the Work shall name FPL as an intended third-party beneficiary and include a provision permitting its assignment to FPL upon FPL's written request, following default by Applicant or termination or expiration of this Agreement. Applicant shall provide FPL with written certification from each of its contractors performing Work that all warranties, guarantees and obligations of such contractors are equivalent or better than those granted by such contractor to FPL for similar work and shall require that each such contractor name FPL as an intended third party beneficiary of such warranties, guarantees and obligations with the same rights of enforcement as Applicant. Applicant shall assign all representations, warranties, guaranties, and obligations of all contractors at the request and direction of FPL, and without recourse to Applicant, to FPL upon default by Applicant or termination or expiration of this Agreement; provided, however, that, notwithstanding such assignment, Applicant shall be entitled to enforce each such representation, warranty, guaranty, and obligation so long as Applicant has any liability under this Agreement. Applicant hereby assigns to FPL, effective as of the termination or expiration of this Agreement, all representations, warranties, guaranties and obligations of all Contractors.

6. **Right of Entry**. FPL reserves the right, together with its agents or designees to enter the Jobsite as it may elect for the purpose of inspecting the Work, or constructing or installing such collateral work as it may desire, or testing, boring or surveying, or any other purpose.

7. **Inspection and Correction of Deficiencies**.

7.1. All Work shall be properly inspected and tested, if appropriate, by Applicant and shall at all times be subject to additional inspection by FPL and its designee(s).

Attachment: FPL Phase 3 Option 2 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

7.2. Neither the failure to make such inspection, nor the failure to discover defective workmanship, materials, or equipment, nor approval of or payment to Applicant for such Work shall prejudice the rights of FPL thereafter to correct or reject the same.

7.3. Applicant shall correct any deficiencies found with the Work, including but not limited to discrepancies that are inconsistent with FPL's design, instructions, standards or specifications within two (2) business days. If Applicant does not adequately rectify the identified deficiencies in the required timeframe, FPL may, at its sole discretion, perform, or have performed by its contractor the required repairs and Applicant shall pay FPL for any costs incurred. These requirements apply whether the discovery of deficiencies occurs while Applicant is performing its Work or while FPL, or its contractor, is performing its portion of the work.

7.4. If any Work or part thereof is covered over contrary to the requirements of this Agreement or the written request of FPL, it must, if required by FPL, be uncovered for observation and inspection and covered again at Applicant's sole expense.

7.5. If any Work that FPL has not specifically requested to observe and inspect prior to being covered has been covered, FPL may request to see such Work or part thereof and it shall be uncovered by Applicant. If such Work or part thereof is found to be in accordance with this Agreement, the cost of uncovering and covering again shall be paid by FPL. If such Work or part thereof fails to meet the requirements of this Agreement, Applicant shall pay all costs of uncovering, correcting, and covering again.

7.6. Applicant shall pay FPL for all time spent reviewing and inspecting Applicant's Work.

7.7. No electric customers shall be connected to the Underground Facilities prior to all deficiencies being rectified.

8. Indemnity / Liability of Applicant.

8.1. Subject to the provisions and limitations of Florida law, Applicant shall protect, defend, indemnify and hold FPL free and unharmed from and against any liabilities whatsoever resulting from or in connection with this Agreement, the Conversion or in connection with the performance of the Work by the Applicant, its employees, agents, Contractors or Contractors' employees. The Applicant's indemnity obligations to FPL shall not apply to any claims or liabilities that are caused by the sole negligence of FPL.

8.2. Applicant shall assume full responsibility for all damages and all restoration arising in connection with the Work.

Attachment: FPL Phase 3 Option 2 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

9. **Design Work**. FPL shall provide all design, instruction, standards and specifications necessary to perform the Conversion.

10. **Completion of Work and Ownership**. Applicant shall complete the Work by _____ _____, 20_____ and notify FPL when said Work is complete. Upon FPL's final written approval of the completion of the Work ("Acceptance"), Applicant acknowledges that all rights, title and interest, free and clear of all liens, in and to the Work shall vest in FPL. If requested by FPL, Applicant shall provide FPL, in a form acceptable to FPL, an affidavit of Applicant certifying payment of all indebtedness to all Contractors and a written release of liens from Applicant and each Contractor.

11. **No Liability by FPL**. FPL assumes no liability due to any damage, misunderstanding of installation drawings or specifications, or any actions due to Applicant or its Contractor.

12. **Suspension for Cause:**

12.1. FPL may at its sole discretion, by Notice, temporarily suspend the Work, or any portion thereof, under this Agreement when the performance by Applicant or its contractor is unsatisfactory by FPL to obtain the results required by this Agreement.

12.2. The methods by which Applicant performs its Work are entirely the responsibility of Applicant. FPL's right to suspend Work is intended solely to verify that the Work being performed by Applicant and its Contractor conforms to the design, instruction, standards and specifications and shall not obligate FPL to review the efficiency, adequacy or safety of Applicant's or its Contractors methods or means of operation or construction.

12.3. Any additional costs incurred by Applicant resulting from such suspension shall be borne solely by Applicant.

12.4. If Applicant immediately corrects the unsatisfactory condition FPL shall authorize resumption of the Work. Applicant's failure to immediately effect correction of the unsatisfactory conditions shall be cause for termination of this Agreement.

13. **Termination for Cause:**

13.1. FPL may, upon Notice to Applicant, and without prejudice to any remedy available to FPL under law, in equity or under this Agreement, terminate the whole or any part of this Agreement for cause and take possession of the Work without termination charge, penalty or obligation in the event Applicant fails to perform a material obligation under this Agreement and fails to cure such material obligation default within a reasonable period of time, but in no event more than ten (10) business days, after Notice from FPL specifying the nature of such default (any such termination referred to as a "Termination for Cause").

Attachment: FPL Phase 3 Option 2 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

13.2. In the event of Termination for Cause by FPL, Applicant shall:

a. Unless instructed otherwise in the Notice, immediately stop all Work hereunder;
b. Issue no further contracts except with the prior written consent of FPL;
c. Assign to FPL, to the extent requested by FPL, all rights of Applicant under contracts outstanding;
d. Terminate, to the extent requested by FPL, outstanding contracts;
e. Fully cooperate and refrain from hindering or interfering in any manner with any other persons or parties currently or prospectively performing the Work; and
f. Take any other action toward termination, or toward preservation of the Work, that FPL may direct.

13.3. Upon a Termination for Cause, all obligations of FPL hereunder shall terminate effective immediately. Upon such Termination for Cause, FPL may either rework or take over the terminated Work and proceed to provide such materials, supplies, equipment and labor of both FPL and FPL contractors, as may be reasonably necessary to complete said Work. FPL may have any partially fabricated portion of the Work removed from Applicant's or contractor's facilities upon Notice to Applicant. Applicant shall be liable for any increase of FPL's costs, including rework costs, incurred by FPL as a result of FPL's termination of the contract for cause.

13.4. In the event of Termination for Cause, FPL shall have no liability to Applicant for costs incurred by Applicant as a result of such termination.

14. **Termination Prior to Construction**. Applicant may terminate this Agreement at any time prior to the start of construction. If Applicant elects to still complete the Conversion, then the Contribution-In-Aid-of-Construction (CIAC) amount provided in the Conversion Agreement shall be revised accordingly. The revised Conversion Agreement must be executed and any additional CIAC due received by FPL prior to the start of construction.

15. **Assignment**. This Agreement is not assignable.

16. **Applicant's Payments to FPL.** Any monies that are owed by Applicant to FPL under this Agreement shall be paid to FPL within thirty (30) days of FPL producing an invoice.

17. **Notice**. As used herein, the term "Notice" shall mean any formal written correspondence providing notice of action, purpose, intent or the like given under the provisions of this Agreement. Unless otherwise provided in this Agreement, Notice shall be delivered in person, by courier or by certified mail and shall be effective when received. General correspondence is not categorized as Notice.

Attachment: FPL Phase 3 Option 2 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

IN WITNESS WHEREOF, FPL and Applicant have executed this Agreement for the provision of Applicant-Installed facilities to be effective as of the date first above written.

For: _____

By:_____
(signature)

Name:_____
(print or type)

Title:_____
(print or type)

By:_____
(signature)

Name:_____
(print or type)

Title:_____
(print or type)

Approved as to Terms and Conditions:_____
(signature/title)

Approved as to Form and Legal Sufficiency:_____
(signature/title)

For **FLORIDA POWER & LIGHT COMPANY**

By:_____
(signature)

Name:_____
(print or type)

Title:_____
(print or type)

Attachment: FPL Phase 3 Option 2 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

FLORIDA POWER & LIGHT COMPANY

UNDERGROUND FACILITIES CONVERSION AGREEMENT

This Agreement, is made and entered into this _____day of _____,_____, by and between The City of Holly Hill ("Applicant"), with an address of 1065 Ridgewood Ave, Holly Hill, FL 32117 and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation with an address of 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WHEREAS, the Applicant has requested that FPL convert certain overhead electric distribution facilities located within the following boundaries (the "Conversion"):

City of Holly Hill - Phase 3 – Ridgewood Ave – From Walker Street to Northern Limits of the City (Espanola Ave) on the West of the roadway

NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth herein, and other consideration the sufficiency of which is hereby acknowledged, the parties intending to be legally bound, hereby covenant and agree as follows:

1. **Avoided Storm Restoration Cost ("ASRC") Eligibility Criteria.** The Applicant represents and warrants that it meets, and is capable and willing to enforce, the applicable eligibility criteria for the Conversion.

2. **Contribution-in-Aid-of-Construction (CIAC).** The Applicant shall pay FPL a CIAC as required by FPL's Electric Tariff and Section 25-6.115 of the Florida Administrative Code.

i. CIAC (excluding ASRC)	$ 2,683,940
ii. ASRC	$ - 188,194
iii. Operational Cost Differential	$ -355,190
iv. CIAC Due	$ 2,140,556

In the event the actual cost of the Conversion (excluding ASRC) exceeds the estimate, the CIAC (excluding ASRC) shall be adjusted by the lesser of (a) the difference between the actual cost of the Conversion and the estimate, or (b) 10% of the CIAC (excluding ASRC) identified above. The ASRC shall also be adjusted accordingly and the Applicant shall pay FPL the resulting difference in the amount of the CIAC Due.

3. **Applicant-Installed Facilities.** The Applicant may, upon entering into an applicant-installed facilities agreement satisfactory to FPL, construct and install all or a portion of the Underground Facilities. Such work must meet FPL's construction standards and FPL will own and maintain the completed facilities. The Applicant agrees to rectify any deficiencies, found by FPL, prior to the connection of any customers to the Underground Facilities and the removal of the Existing Overhead Facilities.

4. **Compliance with Tariff.** The Applicant agrees to comply with and abide by the requirements, terms, and conditions of FPL's Electric Tariff.

Attachment: FPL Phase 3 Option 2 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

FLORIDA POWER & LIGHT COMPANY

5. **Timing of Conversion.** Upon compliance by the Applicant with the requirements, terms, and conditions of FPL's Electric Tariff, this Agreement and any other applicable agreements, FPL will proceed in a timely manner with the Conversion in accordance with the construction drawings and specifications set forth in Attachment A hereof.

6. **Relocation.** In the event that the Underground Facilities are part of, or are for the purposes of, relocation, then this Agreement shall be an addendum to the relocation agreement between FPL and the Applicant. In the event of any conflict between the relocation agreement and this Agreement or the Electric Tariff, this Agreement and the Electric Tariff shall control.

7. **Term.** This Agreement shall remain in effect for as long as FPL or any successor or assign owns or operates the Underground Facilities.

8. **ASRC Repayment.** If the Applicant does not satisfy the relevant eligibility criteria, the Applicant shall repay the ASRC within 30 days of written notice from FPL of such failure. Additionally, if at any point within 30 years of completion of the Underground Facilities installation, the Applicant elects to have electric service within the Conversion Area supplied by a provider other than FPL, the Applicant shall repay FPL a pro-rata share of the ASRC. The pro-rata share (which shall reflect partial years) shall be determined as follows:

   ASRC * [(30 – years since the Underground Facilities completion date) / 30]

   Non-governmental-Applicants shall provide, at the time of execution of this Agreement, either a surety bond or irrevocable bank letter of credit (the "Security Instrument") in a form acceptable to FPL evidencing ability to repay the ASRC. This Security Instrument shall remain in effect until such time as all customers within the Conversion Area are converted. The Applicant may provide either an amended or replacement Security Instrument in a form acceptable to FPL at any time to reflect the pro-rata adjustments to the ASRC amount. If, upon notice of cancellation or prior to expiration of the Security Instrument, a replacement Security Instrument in a form acceptable to FPL is not provided by the Applicant to FPL, FPL will require the third party issuing the Security Instrument to pay the full balance due in accordance with this Agreement in cash.

9. **Termination Prior to the Conversion Completion.** Failure by the Applicant to comply with any of the requirements, terms, or conditions of this Agreement or FPL's Electric Tariff shall result in termination of this Agreement. The Applicant may terminate this Agreement at any time prior to the start of the Conversion and the CIAC paid by the Applicant will be refunded to the Applicant; provided however, that the refund of the CIAC shall be offset by any costs incurred by FPL in performing under the Agreement up to the date of termination.

10. **Assignment.** The Applicant shall not assign this Agreement without the written consent of FPL.

11. **Adoption and Recording.** This Agreement shall be adopted by the Applicant and maintained in the official records of the Applicant for the duration of the term of this Agreement. This Agreement also shall be recorded in the Official Records of the County in which the Underground Facilities are located, in the place and in the manner in which deeds are typically recorded.

12. **Conflict between Terms of Franchise Agreement.** In the event of a conflict between the terms of this Agreement and any permit or franchise agreement entered into by Applicant and FPL, the terms of this Agreement shall control.

Attachment: FPL Phase 3 Option 2 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

FLORIDA POWER & LIGHT COMPANY

13. **Applicability.** This subpart applies to requests for underground facilities addressing the conversion of existing overhead facilities. In order for the Company to take action pursuant to a request for conversion:
    a. the conversion area must be at least two contiguous city blocks or 1,000 feet in length;
    b. all electric services to the real property on both sides of the existing overhead primarily lines must be part of the conversion;
    c. all other existing overhead utility facilities (e.g. telephone, CATV, etc.) must also be converted to underground facilities.

IN WITNESS WHEREOF, FPL and the Applicant have executed this Agreement on the date first set forth above.

CITY OF HOLLY HILL

Signed_____

Name _____

Title _____

Signed_____

Name _____

Title_____

Approved as to Terms and Conditions (if required by Applicant)

Signed_____

Name_____

Title _____

Approved as to Form and Legal Sufficiency (if required by Applicant)

Signed_____

Name_____

Title _____

FPL

Signed _____

Name _____

Title _____

Attachment: FPL Phase 3 Option 2 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

NOTIFICATION OF FPL FACILITIES

Customer/Agency City of Holly Hill
Date of Meeting/Contact: October, 30th, 2024
Developer/Contractor Name City of Holly Hill
Project Number/Name: City of Holly Hill-Ph 3 OH-UG Conversion
Location of Project: Ridgewood Ave – From Walker Street to Northern Limits of the City (Espanola Ave) on the West of the roadway
City: City of Holly Hill
FPL Representative: Andrea Castelblanco
Phone: 561-389-9976
Developer/Contractor Representative: Antoine Khoury
FPL Work Request #/Work Order #: 12158318

FPL calls your attention to the fact that there may be energized, high voltage electric lines, both overhead and underground, located in the area of this project. It is imperative that you visually survey the area and that you also take the necessary steps to identify all overhead and underground facilities prior to commencing construction to determine whether the construction of any proposed improvements will bring any person, tool, machinery, equipment or object closer to FPL's power lines than the OSHA-prescribed limits. If it will, you must either re-design your project to allow it to be built safely given the pre-existing power line location, or make arrangements with FPL to either deenergize and ground our facilities, or relocate them, possibly at your expense. You must do this before allowing any construction near the power lines. It is impossible for FPL to know or predict whether or not the contractors or subcontractors, and their employees, will operate or use cranes, digging apparatus or other mobile equipment, or handle materials or tools, in dangerous proximity to such power lines during the course of construction, and, if so, when and where. Therefore, if it becomes necessary for any contractor or subcontractor, or their employees, to operate or handle cranes, digging apparatus, draglines, mobile equipment, or any other equipment, tools or materials in such a manner that they might come closer to underground or overhead power lines than is permitted by local, state or federal regulations, you and any such contractor or subcontractor must notify FPL in writing of such planned operation prior to the commencement thereof and make all necessary arrangements with FPL in order to carry out the work in a safe manner. Any work in the vicinity of the electric lines should be suspended until these arrangements are finalized and implemented.

The National Electrical Safety Code ("NESC") prescribes minimum clearances that must be maintained. If you build your structure so that those clearances cannot be maintained, you may be required to compensate FPL for the relocation of our facilities to comply with those clearances. As such, you should contact FPL prior to commencing construction near pre-existing underground or overhead power lines to make sure that your proposed improvement does not impinge upon the NESC clearances.

It is your responsibility and the responsibility of your contractors and subcontractors on this project to diligently fulfill the following obligations:

1. Make absolutely certain that all persons responsible for operating or handling cranes, digging apparatus, draglines, mobile equipment or any equipment, tool, or material capable of contacting a power line, are in compliance with all applicable state and federal regulations, including but not limited to U.S. Department of Labor OSHA Regulations, while performing their work.
2. Make sure that all cranes, digging apparatus, draglines, mobile equipment, and all other equipment or materials capable of contacting a power line have attached to them any warning signs required by U.S. Department of Labor OSHA Regulations.
3. Post and maintain proper warning signs and advise all employees, new and old alike, of their obligation to keep themselves, their tools, materials and equipment away from power lines per the following OSHA minimum approach distances (refer to OSHA regulations for restrictions):

*Power Line Voltages	**Personnel and Equipment (29 CFR 1910.333 and 1926.600)	Cranes and Derricks (29 CFR 1926.1407, 1408)	Travel under or near Power Lines (on construction sites, no load) (29 CFR 1926.600 – Equipment)	(1926.1411 – Cranes and Derricks)
0 - 750 volts	10 Feet	10 Feet	4 Feet	4 Feet
751 - 50,000 volts	10 Feet	10 Feet	4 Feet	6 Feet
69,000 volts	11 Feet	15 Feet	10 Feet	10 Feet
115,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
138,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
230,000 volts	16 Feet	20 Feet	10 Feet	10 Feet
500,000 volts	25 Feet	25 Feet	16 Feet	16 Feet

*When uncertain of the voltage, maintain a distance of 20 feet for voltages up to 350,000 volts and 50 feet for voltages greater than 350,000 volts.
**For personnel approaching insulated secondary conductors less than 750 volts, avoid contact (Maintain 10 Feet to bare energized conductors less than 750 volts). For qualified personnel and insulated aerial lift equipment meeting requirements of 29 CFR 1910.333, distances may be reduced to those shown in 29 CFR 1910.333 Table S-5.

4. All excavators are required to contact the Sunshine State One Call of Florida, phone number 1-800-432-4770 or 811 a minimum of two working days (excluding weekends) in advance of commencement of excavation to ensure facilities are located accurately.
5. Conduct all locations and excavations in accordance with the Florida Statute 556 of the Underground Facilities Damage Prevention & Safety Act and all local city and county ordinances that may apply.
6. When an excavation is to take place within a tolerance zone, an excavator shall use increased caution to protect underground facilities. The protection requires hand digging, pot holing, soft digging, vacuum methods, or similar procedures to identify underground facilities.

A copy of this notification must be provided by you to each contractor and subcontractor on this project, to be shared with their supervision and employees prior to commencing work on this project.

Email
Means by which this notification was provided to customer and/or contractor

akhoury@hollyhillfl.org
Address

FPL Representative Signature

Date

Customer/Developer/Contractor Representative Signature

Date

Form 360 (Rev. 1/9/12)

Attachment: FPL Phase 3 Option 2 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

Florida Power & Light Company, 2220 Hammock Pl, Sarasota FL 34235

October 30th, 2024

Antoine Khoury PE
City Engineer/Public Works Director
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

Re: City of Holly Hill
Electric Facilities Conversion – Binding Cost Estimate
City of Holly Hill – Phase 3
WR # 12158318

Dear Mr. Khoury:

FPL welcomes the opportunity to assist you in determining if underground service is right for your area. As per your request, FPL has completed a binding cost estimate for the project designated as the City of Holly Hill – Phase 3 conversion project. The binding cost estimate amount, known as the Contribution In Aid of Construction (C.I.A.C.), required for converting the area to underground is $1,569,115. In addition, the cost estimate includes a more than $1,573,550 adjustment credit for both FPL's Avoided Storm Restoration Cost and as required in the C.I.A.C. formula, tariff Section 12.1, credit for an equivalent overhead system designed at the current hardened (i.e. extreme wind) standard. Further the cost assumes the following:

- Customer Performs Some Work - All of the underground work.
- All work will be performed during the daylight hours, Monday through Friday, 8 A.M. to 5 P.M.. Any after hours work, e.g. disconnect/reconnect service appointments or requiring construction at night, would be an additional expense for the City.

This binding cost estimate is valid for 180 days and a response must be received within that timeframe. Should you agree to move forward with the project, please sign and return the enclosed documents. Once we receive the acceptance package (e.g. partially executed documents and C.I.A.C. payment), we will commence the construction process (i.e. initiate bid requests and material purchasing). Any deposits that you have already paid will be applied towards the C.I.A.C. and you must pay the remaining difference of $1,558,183 Net Due from BCE before we begin construction. Failure to execute the applicable Agreement and pay the C.I.A.C. specified in the Agreement within the 180-day time limit, or termination of the Agreement, shall result in the expiration of the binding cost estimate. However, if you choose to cancel your request or not respond in time, your engineering deposit will not be returned and the estimate will be withdrawn.

Attachment: FPL Phase 3 Option 3 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

This estimate only includes the charges to be paid to FPL. There are additional costs which are the customer's responsibility and should also be considered. These potential costs include:

- Site restoration (sod, landscaping, pavement, sidewalks, etc).
- Rearrangement of customer electric service entrances (requires electrician) from overhead to underground. Also, additional customer expense if local inspecting authorities require customer wiring to be brought up to current codes.
- Replacement of street and security lighting currently attached to the poles being removed
- Removal and burial of other utilities (e.g. telecom, CATV, etc.).
- Any project scope changes that modify the enclosed drawings.
- Acquiring, describing, securing and recording of easements for underground facilities.

We look forward to working with you and your staff as this project progresses. If you have any questions, please contact me at 561-389-9976.

Sincerely,

Andrea Castelblanco
Project Manager – OH /UG Conversions
Power Delivery
FPL

Attachments

Attachment: FPL Phase 3 Option 3 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

Overhead to Underground Conversion - Customer Cost Sheet

Project: City of Holly Hill - Phase 3 **Date Estimate Provided to Customer: 10/30/2024**

Customer Performs All UG Work

1)	$	1,986,713	The estimated cost to install the requested underground facilities
2)	$	783,393	The estimated cost to remove the existing overhead facilities and the installation of required overhead facilities to serve the new underground system.
3)	$	372,559	The net book value of the existing overhead facilities
4)	$	(1,030,166)	The estimated cost that would be incurred to install new overhead facilities, in lieu of underground, to replace the existing overhead facilities (the "Hypothetical Overhead Facilities")
5)	$	-	The estimated salvage value of the existing overhead facilities to be removed
6)	$	(355,190)	The 30-year net present value of the estimated non-storm underground vs overhead operational costs differential
7)	$	(188,194)	The 30-year net present value of the estimated average Avoided Storm Restoration Costs ("ASRC")

Total CIAC	$	1,569,115	Contribution-In-Aid-of Construction
Engineering Dep	$	10,932	Less the Engineering Deposit previously collected for this project.
Net Due to FPL	$	1,558,183	

Cost Breakdowns for Customer Contributions

	Total	Labor/Vehicle	Material	Direct Engineering, Supervision, and Support
New UG Install (+)	$ 1,986,713	$ -	$ 1,492,077	$ 494,636
Credit for equivalent OH (-)	$ (1,030,166)	$ (426,404)	$ (467,945)	$ (135,817)
OH Removal Cost & Make Ready (+)	$ 783,393	$ 467,033	$ 221,381	$ 94,979
Total	**$ 1,739,940**	**$ 40,629**	**$ 1,245,513**	**$ 453,798**
Net Book Value (+)	$ 372,559			
Operational Costs Differential	$ (355,190)	1.73 miles		$205,862 per mile
Avoided Storm Rest Costs	$ (188,194)			$109,074 per mile
Salvage Value (-)	$ -			
Total CIAC	**$ 1,569,115**			
Engineering Deposit (-)	$ 10,932	Engineering deposit previously collected		
Net Due FPL	**$ 1,558,183**			

Major Material Breakdown

	Quantity	Item
Install	52,597	Primary UG Cable (feet)
	5	UG Switch Cabinet (0 Vista Sw's)
	21	UG Transformer (each)
	7	Splice box for UG feeder (each)
Remove	21,101	OH Primary Conductor (feet)
	71	Poles (each)
	21	OH Transformer (each)
	1,143	Primary UG Cable (feet)

Attachment: FPL Phase 3 Option 3 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

APPLICANT-INSTALLED FACILITIES AGREEMENT FOR UNDERGROUND CONVERSIONS (WR # 12158318)

This Agreement, made and entered into this _____ day of _____, 20_____, by and between the City of Holly Hill (the "Applicant"), a Florida municipal corporation with an address of 1065 Ridgewood Ave, Holly Hill, FL 32117 and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation organized under the laws of the State of Florida, with an address of P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WITNESSETH:

WHEREAS, the Applicant has executed the appropriate underground facilities conversion agreement ("Conversion Agreement") with FPL to convert certain overhead electric distribution facilities (collectively the "Existing Overhead Facilities") to underground distribution facilities (collectively the "Underground Facilities"), as described in the aforementioned Conversion Agreement (hereinafter the "Conversion");

WHEREAS, the Applicant desires to perform itself, or through its Contractors, certain Work as such term is described in Exhibit A associated with the Conversion;

WHEREAS, FPL is willing, subject to all the terms and conditions set forth below in this Agreement, to allow the Applicant to perform the Work based on Applicant's assurance that such Work will be in accordance with FPL's designs, instructions, standards and specifications, and such Work will not adversely impact FPL or its electric customers;

NOW, THEREFORE, in recognition of the foregoing premises, and in consideration of the covenants and promises set forth herein below, FPL and Applicant do hereby agree as follows:

1. **Compliance with Tariff**. Applicant shall comply with and abide by the requirements, terms, and conditions of this Agreement, the Conversion Agreement, and FPL's electric tariff (the "Tariff").

2. **Conditions for Work to be Performed.** Applicant shall, at its own cost and expense, perform or cause to be performed, all Work, as described in Exhibit A, in accordance with the terms and conditions of this Agreement and the standards and specifications shown in Exhibit B. The Applicant shall provide all survey and staking to ensure that all Underground Facilities are installed as shown in the Conversion Agreement and provide As-Built prints to FPL within two (2) weeks of installation, signed and certified by a Florida registered surveyor along with a FPL "Redline" document.

3. **Commencement of Work**. Applicant shall perform the Work, or any portion of the Work, only upon receipt of a notice to proceed containing the approved drawings, specifications and instructions from FPL ("Notice to Proceed"). After receipt of the Notice to Proceed, Applicant shall provide written notice of intent to commence work to FPL at least five (5) days prior to commencement of such Work. Applicant shall not perform any excavation

Attachment: FPL Phase 3 Option 3 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

work without first notifying Sunshine State One Call for identification and marking of existing underground utilities and complying with the excavation requirements set forth in Florida Statute Chapter 556.

4. **Materials**. All Materials are to be supplied by FPL and shall be picked up by Applicant at the following address _____ at a mutually agreed upon time, typically with 5 business days minimum notice, but no more than 15 business days notice, unless mutually agreed upon. Alternatively, FPL will, at Applicant's expense, have the material delivered to a mutually agreed upon location. Applicant assumes liability for any materials lost, stolen or damaged once these materials are picked up by, or delivered to, the Applicant.

5. **Contractors**. Applicant may enter into a contract with a contractor for the performance of the Work, or any portion thereof, provided that the contractor has been approved by FPL in writing prior to execution of such contract. Applicant shall not make any substitution of any contractor for the performance of Work unless the substitution is approved by FPL in writing. The Applicant's contractor(s) shall perform ALL work as outlined within Exhibit A & Exhibit B. No contract or purchase order between Applicant and its contractor(s) shall bind or purport to bind FPL, but each contractor entering into a contract with Applicant with respect to the Work shall name FPL as an intended third-party beneficiary and include a provision permitting its assignment to FPL upon FPL's written request, following default by Applicant or termination or expiration of this Agreement. Applicant shall provide FPL with written certification from each of its contractors performing Work that all warranties, guarantees and obligations of such contractors are equivalent or better than those granted by such contractor to FPL for similar work and shall require that each such contractor name FPL as an intended third party beneficiary of such warranties, guarantees and obligations with the same rights of enforcement as Applicant. Applicant shall assign all representations, warranties, guaranties, and obligations of all contractors at the request and direction of FPL, and without recourse to Applicant, to FPL upon default by Applicant or termination or expiration of this Agreement; provided, however, that, notwithstanding such assignment, Applicant shall be entitled to enforce each such representation, warranty, guaranty, and obligation so long as Applicant has any liability under this Agreement. Applicant hereby assigns to FPL, effective as of the termination or expiration of this Agreement, all representations, warranties, guaranties and obligations of all Contractors.

6. **Right of Entry**. FPL reserves the right, together with its agents or designees to enter the Jobsite as it may elect for the purpose of inspecting the Work, or constructing or installing such collateral work as it may desire, or testing, boring or surveying, or any other purpose.

7. **Inspection and Correction of Deficiencies**.

7.1. All Work shall be properly inspected and tested, if appropriate, by Applicant and shall at all times be subject to additional inspection by FPL and its designee(s).

Attachment: FPL Phase 3 Option 3 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

7.2. Neither the failure to make such inspection, nor the failure to discover defective workmanship, materials, or equipment, nor approval of or payment to Applicant for such Work shall prejudice the rights of FPL thereafter to correct or reject the same.

7.3. Applicant shall correct any deficiencies found with the Work, including but not limited to discrepancies that are inconsistent with FPL's design, instructions, standards or specifications within two (2) business days. If Applicant does not adequately rectify the identified deficiencies in the required timeframe, FPL may, at its sole discretion, perform, or have performed by its contractor the required repairs and Applicant shall pay FPL for any costs incurred. These requirements apply whether the discovery of deficiencies occurs while Applicant is performing its Work or while FPL, or its contractor, is performing its portion of the work.

7.4. If any Work or part thereof is covered over contrary to the requirements of this Agreement or the written request of FPL, it must, if required by FPL, be uncovered for observation and inspection and covered again at Applicant's sole expense.

7.5. If any Work that FPL has not specifically requested to observe and inspect prior to being covered has been covered, FPL may request to see such Work or part thereof and it shall be uncovered by Applicant. If such Work or part thereof is found to be in accordance with this Agreement, the cost of uncovering and covering again shall be paid by FPL. If such Work or part thereof fails to meet the requirements of this Agreement, Applicant shall pay all costs of uncovering, correcting, and covering again.

7.6. Applicant shall pay FPL for all time spent reviewing and inspecting Applicant's Work.

7.7. No electric customers shall be connected to the Underground Facilities prior to all deficiencies being rectified.

8. <u>Indemnity / Liability of Applicant</u>.

8.1. Subject to the provisions and limitations of Florida law, Applicant shall protect, defend, indemnify and hold FPL free and unharmed from and against any liabilities whatsoever resulting from or in connection with this Agreement, the Conversion or in connection with the performance of the Work by the Applicant, its employees, agents, Contractors or Contractors' employees. The Applicant's indemnity obligations to FPL shall not apply to any claims or liabilities that are caused by the sole negligence of FPL.

8.2. Applicant shall assume full responsibility for all damages and all restoration arising in connection with the Work.

Attachment: FPL Phase 3 Option 3 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

9. **Design Work**. FPL shall provide all design, instruction, standards and specifications necessary to perform the Conversion.

10. **Completion of Work and Ownership**. Applicant shall complete the Work by _____ _____, 20_____ and notify FPL when said Work is complete. Upon FPL's final written approval of the completion of the Work ("Acceptance"), Applicant acknowledges that all rights, title and interest, free and clear of all liens, in and to the Work shall vest in FPL. If requested by FPL, Applicant shall provide FPL, in a form acceptable to FPL, an affidavit of Applicant certifying payment of all indebtedness to all Contractors and a written release of liens from Applicant and each Contractor.

11. **No Liability by FPL**. FPL assumes no liability due to any damage, misunderstanding of installation drawings or specifications, or any actions due to Applicant or its Contractor.

12. **Suspension for Cause:**

12.1. FPL may at its sole discretion, by Notice, temporarily suspend the Work, or any portion thereof, under this Agreement when the performance by Applicant or its contractor is unsatisfactory by FPL to obtain the results required by this Agreement.

12.2. The methods by which Applicant performs its Work are entirely the responsibility of Applicant. FPL's right to suspend Work is intended solely to verify that the Work being performed by Applicant and its Contractor conforms to the design, instruction, standards and specifications and shall not obligate FPL to review the efficiency, adequacy or safety of Applicant's or its Contractors methods or means of operation or construction.

12.3. Any additional costs incurred by Applicant resulting from such suspension shall be borne solely by Applicant.

12.4. If Applicant immediately corrects the unsatisfactory condition FPL shall authorize resumption of the Work. Applicant's failure to immediately effect correction of the unsatisfactory conditions shall be cause for termination of this Agreement.

13. **Termination for Cause:**

13.1. FPL may, upon Notice to Applicant, and without prejudice to any remedy available to FPL under law, in equity or under this Agreement, terminate the whole or any part of this Agreement for cause and take possession of the Work without termination charge, penalty or obligation in the event Applicant fails to perform a material obligation under this Agreement and fails to cure such material obligation default within a reasonable period of time, but in no event more than ten (10) business days, after Notice from FPL specifying the nature of such default (any such termination referred to as a "Termination for Cause").

Attachment: FPL Phase 3 Option 3 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

13.2. In the event of Termination for Cause by FPL, Applicant shall:

a. Unless instructed otherwise in the Notice, immediately stop all Work hereunder;
b. Issue no further contracts except with the prior written consent of FPL;
c. Assign to FPL, to the extent requested by FPL, all rights of Applicant under contracts outstanding;
d. Terminate, to the extent requested by FPL, outstanding contracts;
e. Fully cooperate and refrain from hindering or interfering in any manner with any other persons or parties currently or prospectively performing the Work; and
f. Take any other action toward termination, or toward preservation of the Work, that FPL may direct.

13.3. Upon a Termination for Cause, all obligations of FPL hereunder shall terminate effective immediately. Upon such Termination for Cause, FPL may either rework or take over the terminated Work and proceed to provide such materials, supplies, equipment and labor of both FPL and FPL contractors, as may be reasonably necessary to complete said Work. FPL may have any partially fabricated portion of the Work removed from Applicant's or contractor's facilities upon Notice to Applicant. Applicant shall be liable for any increase of FPL's costs, including rework costs, incurred by FPL as a result of FPL's termination of the contract for cause.

13.4. In the event of Termination for Cause, FPL shall have no liability to Applicant for costs incurred by Applicant as a result of such termination.

14. **Termination Prior to Construction**. Applicant may terminate this Agreement at any time prior to the start of construction. If Applicant elects to still complete the Conversion, then the Contribution-In-Aid-of-Construction (CIAC) amount provided in the Conversion Agreement shall be revised accordingly. The revised Conversion Agreement must be executed and any additional CIAC due received by FPL prior to the start of construction.

15. **Assignment**. This Agreement is not assignable.

16. **Applicant's Payments to FPL.** Any monies that are owed by Applicant to FPL under this Agreement shall be paid to FPL within thirty (30) days of FPL producing an invoice.

17. **Notice**. As used herein, the term "Notice" shall mean any formal written correspondence providing notice of action, purpose, intent or the like given under the provisions of this Agreement. Unless otherwise provided in this Agreement, Notice shall be delivered in person, by courier or by certified mail and shall be effective when received. General correspondence is not categorized as Notice.

Attachment: FPL Phase 3 Option 3 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

IN WITNESS WHEREOF, FPL and Applicant have executed this Agreement for the provision of Applicant-Installed facilities to be effective as of the date first above written.

For: _____

By:_____
(signature)

Name:_____
(print or type)

Title:_____
(print or type)

By:_____
(signature)

Name:_____
(print or type)

Title:_____
(print or type)

Approved as to Terms and Conditions:_____
(signature/title)

Approved as to Form and Legal Sufficiency:_____
(signature/title)

For **FLORIDA POWER & LIGHT COMPANY**

By:_____
(signature)

Name:_____
(print or type)

Title:_____
(print or type)

Attachment: FPL Phase 3 Option 3 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

FLORIDA POWER & LIGHT COMPANY

UNDERGROUND FACILITIES CONVERSION AGREEMENT

This Agreement, is made and entered into this _____day of _____,_____, by and between The City of Holly Hill ("Applicant"), with an address of 1065 Ridgewood Ave, Holly Hill, FL 32117 and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation with an address of 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WHEREAS, the Applicant has requested that FPL convert certain overhead electric distribution facilities located within the following boundaries (the "Conversion"):

City of Holly Hill - Phase 3 – Ridgewood Ave – From Walker Street to Northern Limits of the City (Espanola Ave) on the West of the roadway

NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth herein, and other consideration the sufficiency of which is hereby acknowledged, the parties intending to be legally bound, hereby covenant and agree as follows:

1. **Avoided Storm Restoration Cost ("ASRC") Eligibility Criteria.** The Applicant represents and warrants that it meets, and is capable and willing to enforce, the applicable eligibility criteria for the Conversion.

2. **Contribution-in-Aid-of-Construction (CIAC).** The Applicant shall pay FPL a CIAC as required by FPL's Electric Tariff and Section 25-6.115 of the Florida Administrative Code.

i. CIAC (excluding ASRC)	$ 2,112,499
ii. ASRC	$ - 188,194
iii. Operational Cost Differential	$ -355,190
iv. CIAC Due	$ 1,569,115

In the event the actual cost of the Conversion (excluding ASRC) exceeds the estimate, the CIAC (excluding ASRC) shall be adjusted by the lesser of (a) the difference between the actual cost of the Conversion and the estimate, or (b) 10% of the CIAC (excluding ASRC) identified above. The ASRC shall also be adjusted accordingly and the Applicant shall pay FPL the resulting difference in the amount of the CIAC Due.

3. **Applicant-Installed Facilities.** The Applicant may, upon entering into an applicant-installed facilities agreement satisfactory to FPL, construct and install all or a portion of the Underground Facilities. Such work must meet FPL's construction standards and FPL will own and maintain the completed facilities. The Applicant agrees to rectify any deficiencies, found by FPL, prior to the connection of any customers to the Underground Facilities and the removal of the Existing Overhead Facilities.

4. **Compliance with Tariff.** The Applicant agrees to comply with and abide by the requirements, terms, and conditions of FPL's Electric Tariff.

Attachment: FPL Phase 3 Option 3 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

FLORIDA POWER & LIGHT COMPANY

5. **Timing of Conversion.** Upon compliance by the Applicant with the requirements, terms, and conditions of FPL's Electric Tariff, this Agreement and any other applicable agreements, FPL will proceed in a timely manner with the Conversion in accordance with the construction drawings and specifications set forth in Attachment A hereof.

6. **Relocation.** In the event that the Underground Facilities are part of, or are for the purposes of, relocation, then this Agreement shall be an addendum to the relocation agreement between FPL and the Applicant. In the event of any conflict between the relocation agreement and this Agreement or the Electric Tariff, this Agreement and the Electric Tariff shall control.

7. **Term.** This Agreement shall remain in effect for as long as FPL or any successor or assign owns or operates the Underground Facilities.

8. **ASRC Repayment.** If the Applicant does not satisfy the relevant eligibility criteria, the Applicant shall repay the ASRC within 30 days of written notice from FPL of such failure. Additionally, if at any point within 30 years of completion of the Underground Facilities installation, the Applicant elects to have electric service within the Conversion Area supplied by a provider other than FPL, the Applicant shall repay FPL a pro-rata share of the ASRC. The pro-rata share (which shall reflect partial years) shall be determined as follows:

   ASRC * [(30 – years since the Underground Facilities completion date) / 30]

   Non-governmental-Applicants shall provide, at the time of execution of this Agreement, either a surety bond or irrevocable bank letter of credit (the "Security Instrument") in a form acceptable to FPL evidencing ability to repay the ASRC. This Security Instrument shall remain in effect until such time as all customers within the Conversion Area are converted. The Applicant may provide either an amended or replacement Security Instrument in a form acceptable to FPL at any time to reflect the pro-rata adjustments to the ASRC amount. If, upon notice of cancellation or prior to expiration of the Security Instrument, a replacement Security Instrument in a form acceptable to FPL is not provided by the Applicant to FPL, FPL will require the third party issuing the Security Instrument to pay the full balance due in accordance with this Agreement in cash.

9. **Termination Prior to the Conversion Completion.** Failure by the Applicant to comply with any of the requirements, terms, or conditions of this Agreement or FPL's Electric Tariff shall result in termination of this Agreement. The Applicant may terminate this Agreement at any time prior to the start of the Conversion and the CIAC paid by the Applicant will be refunded to the Applicant; provided however, that the refund of the CIAC shall be offset by any costs incurred by FPL in performing under the Agreement up to the date of termination.

10. **Assignment.** The Applicant shall not assign this Agreement without the written consent of FPL.

11. **Adoption and Recording.** This Agreement shall be adopted by the Applicant and maintained in the official records of the Applicant for the duration of the term of this Agreement. This Agreement also shall be recorded in the Official Records of the County in which the Underground Facilities are located, in the place and in the manner in which deeds are typically recorded.

12. **Conflict between Terms of Franchise Agreement.** In the event of a conflict between the terms of this Agreement and any permit or franchise agreement entered into by Applicant and FPL, the terms of this Agreement shall control.

Attachment: FPL Phase 3 Option 3 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

FLORIDA POWER & LIGHT COMPANY

13. **Applicability.** This subpart applies to requests for underground facilities addressing the conversion of existing overhead facilities. In order for the Company to take action pursuant to a request for conversion:
    a. the conversion area must be at least two contiguous city blocks or 1,000 feet in length;
    b. all electric services to the real property on both sides of the existing overhead primarily lines must be part of the conversion;
    c. all other existing overhead utility facilities (e.g. telephone, CATV, etc.) must also be converted to underground facilities.

IN WITNESS WHEREOF, FPL and the Applicant have executed this Agreement on the date first set forth above.

CITY OF HOLLY HILL

Signed_____

Name _____

Title _____

Signed_____

Name _____

Title_____

Approved as to Terms and Conditions (if required by Applicant)

Signed_____

Name_____

Title _____

Approved as to Form and Legal Sufficiency (if required by Applicant)

Signed_____

Name_____

Title _____

FPL

Signed _____

Name _____

Title _____

Attachment: FPL Phase 3 Option 3 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

NOTIFICATION OF FPL FACILITIES

Customer/Agency City of Holly Hill
Date of Meeting/Contact: October, 30th, 2024
Developer/Contractor Name City of Holly Hill
Project Number/Name: City of Holly Hill-Ph 3 OH-UG Conversion
Location of Project: Ridgewood Ave – From Walker Street to Northern Limits of the City (Espanola Ave) on the West of the roadway
City: City of Holly Hill
FPL Representative: Andrea Castelblanco
Phone: 561-389-9976
Developer/Contractor Representative: Antoine Khuory
FPL Work Request #/Work Order #: 12158318

FPL calls your attention to the fact that there may be energized, high voltage electric lines, both overhead and underground, located in the area of this project. It is imperative that you visually survey the area and that you also take the necessary steps to identify all overhead and underground facilities prior to commencing construction to determine whether the construction of any proposed improvements will bring any person, tool, machinery, equipment or object closer to FPL's power lines than the OSHA-prescribed limits. If it will, you must either re-design your project to allow it to be built safely given the pre-existing power line location, or make arrangements with FPL to either deenergize and ground our facilities, or relocate them, possibly at your expense. You must do this before allowing any construction near the power lines. It is impossible for FPL to know or predict whether or not the contractors or subcontractors, and their employees, will operate or use cranes, digging apparatus or other mobile equipment, or handle materials or tools, in dangerous proximity to such power lines during the course of construction, and, if so, when and where. Therefore, if it becomes necessary for any contractor or subcontractor, or their employees, to operate or handle cranes, digging apparatus, draglines, mobile equipment, or any other equipment, tools or materials in such a manner that they might come closer to underground or overhead power lines than is permitted by local, state or federal regulations, you and any such contractor or subcontractor must notify FPL in writing of such planned operation prior to the commencement thereof and make all necessary arrangements with FPL in order to carry out the work in a safe manner. Any work in the vicinity of the electric lines should be suspended until these arrangements are finalized and implemented.

The National Electrical Safety Code ("NESC") prescribes minimum clearances that must be maintained. If you build your structure so that those clearances cannot be maintained, you may be required to compensate FPL for the relocation of our facilities to comply with those clearances. As such, you should contact FPL prior to commencing construction near pre-existing underground or overhead power lines to make sure that your proposed improvement does not impinge upon the NESC clearances.

It is your responsibility and the responsibility of your contractors and subcontractors on this project to diligently fulfill the following obligations:

1. Make absolutely certain that all persons responsible for operating or handling cranes, digging apparatus, draglines, mobile equipment or any equipment, tool, or material capable of contacting a power line, are in compliance with all applicable state and federal regulations, including but not limited to U.S. Department of Labor OSHA Regulations, while performing their work.
2. Make sure that all cranes, digging apparatus, draglines, mobile equipment, and all other equipment or materials capable of contacting a power line have attached to them any warning signs required by U.S. Department of Labor OSHA Regulations.
3. Post and maintain proper warning signs and advise all employees, new and old alike, of their obligation to keep themselves, their tools, materials and equipment away from power lines per the following OSHA minimum approach distances (refer to OSHA regulations for restrictions):

*Power Line Voltages	**Personnel and Equipment (29 CFR 1910.333 and 1926.600)	Cranes and Derricks (29 CFR 1926.1407, 1408)	Travel under or near Power Lines (on construction sites, no load) (29 CFR 1926.600 – Equipment)	(1926.1411 – Cranes and Derricks)
0 - 750 volts	10 Feet	10 Feet	4 Feet	4 Feet
751 - 50,000 volts	10 Feet	10 Feet	4 Feet	6 Feet
69,000 volts	11 Feet	15 Feet	10 Feet	10 Feet
115,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
138,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
230,000 volts	16 Feet	20 Feet	10 Feet	10 Feet
500,000 volts	25 Feet	25 Feet	16 Feet	16 Feet

*When uncertain of the voltage, maintain a distance of 20 feet for voltages up to 350,000 volts and 50 feet for voltages greater than 350,000 volts.
**For personnel approaching insulated secondary conductors less than 750 volts, avoid contact (Maintain 10 Feet to bare energized conductors less than 750 volts). For qualified personnel and insulated aerial lift equipment meeting requirements of 29 CFR 1910.333, distances may be reduced to those shown in 29 CFR 1910.333 Table S-5.

4. All excavators are required to contact the Sunshine State One Call of Florida, phone number 1-800-432-4770 or 811 a minimum of two working days (excluding weekends) in advance of commencement of excavation to ensure facilities are located accurately.
5. Conduct all locations and excavations in accordance with the Florida Statute 556 of the Underground Facilities Damage Prevention & Safety Act and all local city and county ordinances that may apply.
6. When an excavation is to take place within a tolerance zone, an excavator shall use increased caution to protect underground facilities. The protection requires hand digging, pot holing, soft digging, vacuum methods, or similar procedures to identify underground facilities.

A copy of this notification must be provided by you to each contractor and subcontractor on this project, to be shared with their supervision and employees prior to commencing work on this project.

Email
Means by which this notification was provided to customer and/or contractor

akhoury@hollyhillfl.org
Address

FPL Representative Signature

Date

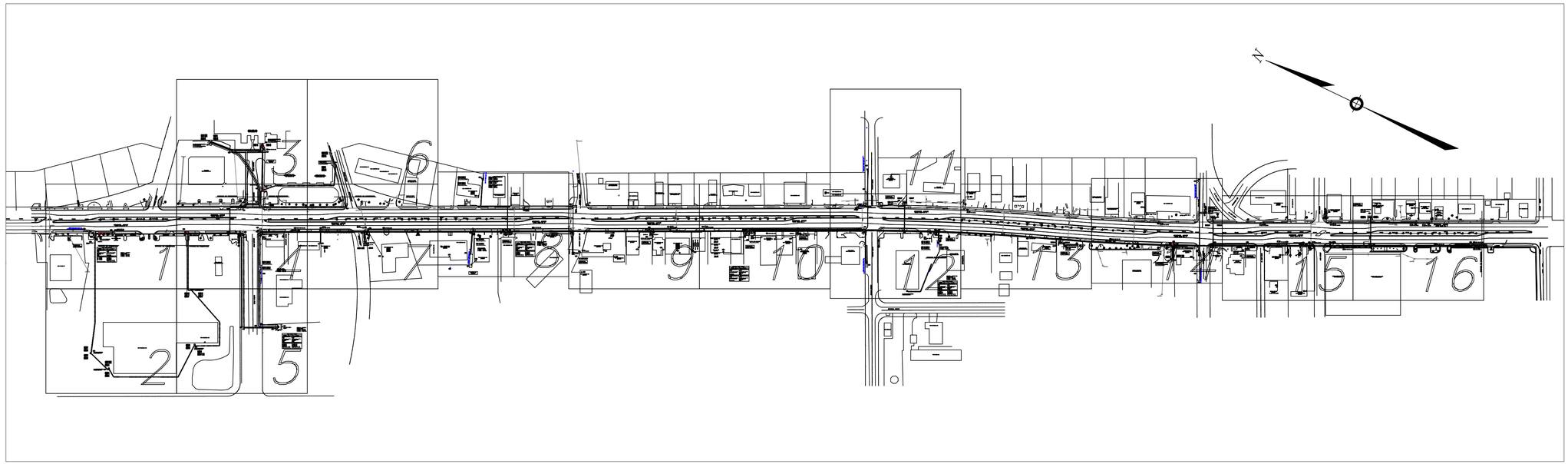
Customer/Developer/Contractor Representative Signature

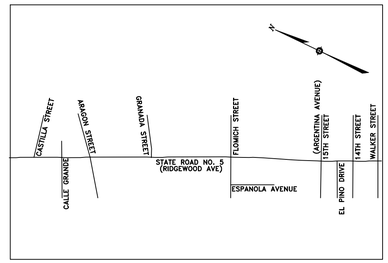
Date

Form 360 (Rev. 1/9/12)

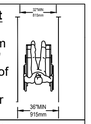
Attachment: FPL Phase 3 Option 3 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐





American Disabilities Act
If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG

LOCATE MARKINGS COLOR CODE

RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP.SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

NAVD	= NORTH AMERICAN VERTICAL DATUM	-X-	= CHAINLINK FENCE
TRAV.PT.	= TRAVERSE POINT	-Δ-	= VINYL FENCE
SSMC	= SOUTHEASTERN SURVEYING & MAPPING CORPORATION	-OHL-	= OVERHEAD UTILITY LINE
		-STM-	= STORM SEWER PIPE
		.....	= TREE/HEDGE LINE
		CMP	= CORRUGATED METAL PIPE
		CPP	= CORRUGATED PLASTIC PIPE
		HDPE	= HIGH DENSITY POLYETHYLENE PIPE
		PVC	= POLYVINYL CHLORIDE PIPE
		RCP	= REINFORCED CONCRETE PIPE
		RCPE	= REINFORCED CONCRETE PIPE ELLIPTICAL
		VCP	= VITRIFIED CLAY PIPE
		INV	= INVERT
		PB	= PLAT BOOK
		ORB	= OFFICIAL RECORDS BOOK
		LB	= LICENSED BUSINESS
		LS	= LICENSED SURVEYOR
		RLS	= REGISTERED LAND SURVEYOR
		PSM	= PROFESSIONAL SURVEYOR AND MAPPER
		PRM	= PERMANENT REFERENCE MONUMENT
		ID	= IDENTIFICATION
		STA	= STATION
		NAD	= NORTH AMERICAN DATUM

LEGEND & ABBREVIATIONS:

- = BACKFLOW PREVENTER
- h = BENCH
- = BUSH
- T = BURIED TELEPHONE PEDESTAL
- = CONCRETE MONUMENT
- = CLEAN OUT
- = DRAINAGE MANHOLE
- = ELECTRIC FIXTURE
- = ELECTRIC SERVICE METER
- = FIRE DEPARTMENT CONNECTION
- = FLAT GRATE INLET
- = FIRE HYDRANT
- = FLAGPOLE
- GT = GREASE TRAP
- = DOWN GUY
- = GAS VALVE
- = WATER SPIGOT
- = HAND HOLE
- = IRON PIPE
- = IRON ROD
- IRR = IRRIGATION VALVE BOX

H = HOLLY
L = LAUREL OAK
MA = MAGNOLIA
MY = MYRTLE
O = OAK
UK = UNKNOWN
W = WILLOW

- = LANDSCAPE LIGHTING
- = LIGHT POLE
- = MAILBOX
- = MITERED END SECTION
- MW = MONITORING WELL
- = NAIL W/DISC
- = UTILITY POLE
- = POST/BOLLARD
- = SANITARY MANHOLE
- = NON-TRAFFIC SIGN
- = SERVICE POLE
- = TRAFFIC CONTROLLER CABINET
- = TRAFFIC SIGNAL HEAD
- = TRAFFIC SIGN
- TR = TRANSFORMER ON SLAB
- = TRAFFIC SIGNAL SPAN POLE
- UM = UTILITY MARKER
- VAULT = VAULT
- W = WELL
- = WATER METER
- = WATER VALVE
- = YARD DRAIN
- = PALM (C = CABBAGE, S = SABAL)
- = TREE

DESCRIPTION:
A portion of Section 42, Township 14 South, Range 32 East, lying in Volusia County, Florida.

SURVEYOR'S REPORT:

1. UTILITY LOCATIONS IF SHOWN HEREON ARE BASED ON FIELD LOCATION OF MARKINGS BY UTILITY COMPANY REPRESENTATIVES, SURFACE FEATURES AND CONSTRUCTION PLANS FURNISHED TO THE SURVEYOR. ADDITIONAL SUB-SURFACE UTILITIES MAY EXIST THAT HAVE NOT BEEN FIELD LOCATED.
2. EASEMENTS OR RIGHTS OF WAY THAT APPEAR ON RECORDED PLANS OR THAT HAVE BEEN FURNISHED TO THE SURVEYOR BY OTHERS HAVE BEEN INCORPORATED INTO THIS DRAWING WITH APPROPRIATE NOTATION. OTHER EASEMENTS MAY BE DISCOVERED BY A SEARCH OF THE PUBLIC RECORDS.
3. MINIMUM HORIZONTAL ACCURACY FOR THIS SURVEY IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 REQUIREMENTS OF FLORIDA ADMINISTRATION CODE. THE MAP AND MEASUREMENT METHODS USED FOR THIS SURVEY MEET OR EXCEED THIS REQUIREMENT. THE DIMENSIONS SHOWN HEREON ARE IN UNITED STATES SURVEY FEET AND DECIMALS THEREOF.
4. THIS SURVEY DOES NOT DETERMINE OWNERSHIP OF THE LANDS SHOWN HEREON.
5. UNDERGROUND FOUNDATIONS HAVE NOT BEEN LOCATED.
6. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, AND IF SHOWN HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J-17.062 AND FLORIDA STATUTE 472.025.
7. FEATURES SHOWN BY SYMBOL AS INDICATED IN THE LEGEND ARE NOT TO SCALE.
8. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
9. VERTICAL INFORMATION SHOWN HEREON REFERS TO A NATIONAL GEODETIC SURVEY (NGS) POINT WITH DESIGNATION "GIS 0131 KAREN MCKEE", PID NUMBER AK7129 AND HAS A PUBLISHED ELEVATION OF 79.26 FEET NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
10. HORIZONTAL FEATURES SHOWN ON THE MAP REFER TO A NATIONAL GEODETIC SURVEY POINT WITH DESIGNATION "GIS 0131 KAREN MCKEE", PID NUMBER AK7129 AND IS RELATIVE TO NORTH AMERICAN DATUM OF 1983 (NAD83), 2011 ADJUSTMENT, STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE. DISTANCES SHOWN ARE GRID DISTANCES.
11. IMPROVEMENTS AND TOPOGRAPHIC FEATURES SHOWN HEREON ARE LIMITED TO AREAS PER SPECIFIC INSTRUCTIONS OF THE CLIENT.
12. RIGHT OF WAY INFORMATION SHOWN HEREON WAS DETERMINED BY FOUND MONUMENTATION, RECORDED PLATS, RECORDED RIGHT OF WAY MAPS, AND INFORMATION OBTAINED ON THE VOLUSIA COUNTY PROPERTY APPRAISERS WEB SITE. NO RIGHT OF WAY DOCUMENTATION WAS PROVIDED BY CLIENT.

NOTICE OF LIABILITY:
This survey is certified to those individuals shown on the face thereof. Any other use, benefit or reliance by any other party is strictly prohibited and restricted. Surveyor is responsible only to those certified and hereby disclaims any other liability and hereby restricts the rights of any other individual or firm to use this survey, without express written consent of the surveyor.

GENERAL NOTES
1. CONTRACTOR SHALL PROVIDE WARNING SIGNAL FOR PEDESTRIANS AND TRAFFIC CONTROL.
2. CONTRACTOR SHALL INSTALL AND JOIN PVC CONDUITS PER DCS UN-27.0.0. IF JOB IS TO BE DONE BY AN EXTERNAL CONTRACTOR THERE MUST BE AN INSPECTOR ON THE JOB TO ENSURE SPECIFICATIONS ARE FOLLOWED.
3. CONTRACTOR SHALL SEAL ALL UNUSED DUCTS AS PER DCS UN-29.0.0.
4. ALL CABLE SPLICING TO BE DONE AS PER DCS SECTION UE.
5. ALL CONDUIT ENDS SHALL BE CAPPED AND MARKED WITH EMF PER UN-29.0.0
6. UNLESS OTHERWISE NOTED, CONTRACTOR SHALL INSTALL A 48" MIN COVER FOR ALL PRIMARY DUCTS
7. A MINIMUM OF 12" RADIAL CLEARANCE SHALL BE MAINTAIN FROM OTHER DUCTS, FOREIGN UTILITIES OR OBSTRUCTIONS.
8. ALL PERMIT REQUIREMENTS HAVE TO BE COMPLETED AND HAVE PERMITS ON HAND PRIOR TO CONSTRUCTION.
9. 48 HOURS PRIOR TO CONSTRUCTION, PLEASE CONTACT SUNSHINE AT 1-800-432-4770 TO HAVE UTILITIES MARK FIELD LOCS OF BURIED FACILITIES. DIG WITH CAUTION.
10. LOCATIONS AND ELEVATIONS ON OTHER UTILITIES WERE OBTAINED FROM THE BEST AVAILABLE INFORMATION. THEIR EXACT LOCATION MAY NOT BE SHOWN ON THIS DRAWING. THEREFORE, UTILITIES SHOWN ARE APPROXIMATE AND NOT ALL INCLUSIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING SITE CONDITIONS, LOCATIONS, AND DEPTHS OF ALL PIPING AND UTILITIES INCLUDING SERVICE CONNECTIONS. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES AND LOCATE BY HYDRO VAC AND HAND EXCAVATION.
11. THE CONTRACTOR SHALL PROVIDE TEMPORARY ENGINEERED SUPPORT TO ANY EXISTING EXPOSED UTILITIES THROUGHOUT CONSTRUCTION.
12. THE CONTRACTOR SHALL PROVIDE ENGINEERED METHOD TO TEMPORARILY SUPPORT STREET LIGHT FOUNDATIONS AND/OR EXISTING UTILITY POLES. THIS METHOD MUST BE APPROVED BY FPL PRIOR TO CONSTRUCTION.
13. EXISTING PARKING RAIL, PARKING METERS, AND ELECTRICAL PLUGS WITHIN THE CONSTRUCTION ZONE SHALL BE TEMPORARILY REMOVED DURING CONSTRUCTION AND REINSTATED POST CONSTRUCTION PER ALL APPLICABLE FPL REQUIREMENTS.
14. CONTACT CITY OR COUNTY PARKING ADMINISTRATOR TWO WEEKS PRIOR TO CONSTRUCTION TO INSTATE TEMPORARY NO PARKING ZONE.
15. CONTACT ALL THE NEIGHBORS TWO WEEKS PRIOR TO CONSTRUCTION TO NOTIFY THE CONSTRUCTION SCHEDULE AND ACCESS IMPACTS
16. CONTRACTOR SHALL INSTALL FEEDER SPLICE BOX AS PER UN-18.0.0.

ATTENTION
ROW AGREEMENT

IMPORTANT:
THE UNDERGROUND FACILITIES AND ASSOCIATED EQUIPMENT ARE IN THE RIGHT OF WAY DUE TO SPECIAL REQUEST BY THE LOCAL GOVERNMENT AGENCY AND ARE COVERED BY SPECIAL AGREEMENT WITH THE LOCAL GOVERNMENT. SHOULD THE LOCAL GOVERNMENT OR OTHER RIGHT OF WAY REQUIRE FPL TO RELOCATE, ADJUST OR REARRANGE ANY OF THESE FACILITIES, AS THEY MAY EXIST INITIALLY OR LATER BE MODIFIED, UPGRADED, OR OTHERWISE ALTERED, THE LOCAL GOVERNMENT SHALL PROVIDE FPL WITH A SUBSTITUTE LOCATION, INCLUDING ANY EASEMENTS THAT MAY BE NECESSARY, AND PAY ANY COSTS FOR THE RELOCATION, ADJUSTMENT, OR REARRANGEMENT. THE LOCAL GOVERNMENT SHALL ALSO REIMBURSE FPL FOR ANY COSTS TO LOCATE, EXPOSE PROTECT OR SUPPORT THE FACILITIES, IN THE EVENT OF FUTURE CONSTRUCTION OR EXCAVATION IN CLOSE PROXIMITY TO THE FACILITIES. REQUEST A COPY OF THE RIGHT OF WAY AGREEMENT FROM DOC FILES/GO FOR FURTHER DETAILS.

DISCLAIMER:
THIS IS NOT TO BE USED FOR CABLE LOCATIONS
CALL:1-800-432-4770
CAUTION: THIS DRAWING IS AN APPROXIMATION.
DETERMINE EXACT LOCATION OF THE CABLE/DUCT LINES/CONDUIT PRIOR TO ANY SUBSURFACE OPERATION IN THIS AREA.
THESE PRELIMINARY DRAWINGS SHALL BE USED FOR COORDINATION PURPOSES TO DETERMINE FPL PROPOSED EQUIPMENT PLACEMENT.
THESE DRAWINGS ARE NOT FOR CONSTRUCTION

PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES NOT RELIEVE YOU OF ANY STATURY OBLIGATIONS, INCLUDING THE PROVISIONS CONTAINED IN SECTION 556, FLORIDA STATUTES.
CALL 811(SUNSHINE811) PRIOR TO ANY EXCAVATION ACTIVITIES

PRELIMINARY

TWNP: 14 RNG: 32 SEC: 42 QTR: _____

AS-BUILT COPY	AS-BUILT CREW PRINT	Easement? YES ☒ NO ☐	Survey/Stake? YES ☐ NO ☒	Work with SMO? YES ☐ NO ☒	
Initials Cert. Date	Foreman's Signature Date	Tree Work? YES ☐ NO ☒	Designer/Stake? YES ☐ NO ☒	CT/Special Mtr? YES ☐ NO ☒	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.		Map Posting? YES ☒ NO ☐	Trench Feet	Duct Bank Feet	
Supervisor's Signature Date			PERMIT REQ'D: CITY / DR. DIST. / COUNTY AIR / STATE RD X / FAA; WMD / RR XING / COUNTY RD. / TRANSM.		
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		Posted by	Telephone Request? YES ☐ NO ☒	CATV Request? YES ☐ NO ☒	
Foreman's Signature Date					

FPL

DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	11/15/24
MAP NO.	DY-0954

0 15 30 60 FEET

M/A: CF
HOLLY HILL CONV. PH3 OH2UG
HOLLY HILL
VOLUSIA COUNTY, FL

DWG NO. COVER
WR: 12158163 IWR: — —

PLOT DATE: 12/20/2024 PLOT TIME: 14:10:01 CAD NAME:

Attachment: Phase 3 FPL Construction Plans Dec 2024 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

STANDARD NOTES:
- ALL CABLE AND/OR CONDUIT ENDS ARE TO BE MARKED WITH ELECTRONIC MARKERS PER DCS UN-15.0.0
- (XXX') DENOTES CABLE PULL DISTANCES
- UNDERGROUND OBSTRUCTIONS ARE TO BE LOCATED PRIOR TO DIGGING
- MAINTAIN A MINIMUM 12'' SEPARATION IN ALL DIRECTIONS FROM ALL UNDERGROUND FACILITIES. REFER TO GENERAL NOTE 10
- DIRECTIONAL BORE TO BE INSTALLED AT A MINIMUM OF 36'' DEEP UNLESS OTHERWISE NOTED
- INSTALL NEUTRAL BOND FOR COMMUNICATION COMPANIES AT ALL SINGLE-PHASE TRANSFORMER PER DCS G-11.0.0
- INSTALL ALL HAND HOLES (HH) PER DCS L-17.0.7
- ALL PRIMARY AND SECONDARY CABLES ARE TO BE INSTALLED WITHIN ROW UNLESS OTHERWISE SPECIFIED.
- REFER TO PERMITS FOR INFO ON ROAD CROSSINGS.

COORDINATE WITH:
12158318: TOTAL UG
12158163: UG FOR CONSTRUCTION
12158366: OH MAKE READY
12158406: OH REMOVAL
13556802: OH NON-HARDENING

ADDITIONAL CONSTRUCTION NOTES:

- INSTALL FEEDER SPLICE BOX PER UN-18.0.0 (6) @ LOC: 2.5, 3.5, 4.5, 6.5, 6.6, 6.7
- INSTALL 48" PRIMARY SPLICE BOX PER UN-19.0.0 (13) @ LOC: 11.5, 11.6, 13.5, 13.6, 14.5, 16.5, 19.5, 20.5, 22.5, 25.5, 26.5, 29.5, 30.5

INSTALL FEEDER RISERS (5) & INSTALL PRIMARY RISERS (4)
LOC 1:
- INSTALL FEEDER RISER PER DCS UH-15.0.0 FIG. 1 & UH-14.0.1
- INSTALL 1-5" U-GUARD ON SOUTHEAST FACE OF POLE
- CONNECT TO ABCϕ DISCONNECT SWITCH #XXXXX
- ENSURE RISER IS GROUNDED AS PER G-9.0.1 & G-9.0.2

LOC 7:
- INSTALL FEEDER RISER PER DCS UH-18.0.0 FIG 2 & UH-14.0.1
- INSTALL 1-5" U-GUARD ON NORTHEAST FACE OF POLE
- CONNECT TO ABCϕ DISCONNECT SWITCH #XXXXX
- ENSURE RISER IS GROUNDED AS PER G-9.0.1 & G-9.0.2

LOC 8:
- INSTALL FEEDER RISER PER DCS UH-18.0.0 FIG 2 & UH-14.0.1
- INSTALL 1-5" U-GUARD ON SOUTHEAST FACE OF POLE
- CONNECT TO ABCϕ DISCONNECT SWITCH #XXXXX
- ENSURE RISER IS GROUNDED AS PER G-9.0.1 & G-9.0.2

LOC 9:
- INSTALL FEEDER RISER PER DCS UH-17.0.0 FIG 1 & UH-14.0.1
- INSTALL 1-5" U-GUARD ON SOUTHWEST FACE OF POLE
- CONNECT TO ABCϕ DISCONNECT SWITCH #XXXXX
- ENSURE RISER IS GROUNDED AS PER G-9.0.1 & G-9.0.2

LOC 10:
- INSTALL FEEDER RISER PER DCS UH-17.0.0 FIG 1 & UH-14.0.1
- INSTALL 1-5" U-GUARD ON SOUTHWEST FACE OF POLE
- CONNECT TO ABCϕ DISCONNECT SWITCH #XXXXX
- ENSURE RISER IS GROUNDED AS PER G-9.0.1 & G-9.0.2

LOC 15:
- INSTALL PRIMARY RISER PER DCS UH-15.2.0
- INSTALL 1-5" U-GUARD ON NORTHEAST FACE OF POLE
- FUSE ABCϕ @ 300 SOLID BLADE
- INSTALL 1-5" U-GUARD ON SOUTHWEST FACE OF POLE
- FUSE ABCϕ @ 300 SOLID BLADE

LOC 18:
- INSTALL PRIMARY RISER PER DCS UH-15.2.0
- INSTALL 1-5" U-GUARD ON NORTHWEST FACE OF POLE
- FUSE ABCϕ @ 300 SOLID BLADE
- INSTALL 1-5" U-GUARD ON SOUTHEAST FACE OF POLE
- FUSE BCϕ @ 300 SOLID BLADE

LOC 19:
- INSTALL PRIMARY RISER PER DCS UH-20.0.0 FIG 1
- INSTALL 1-5" U-GUARD ON NORTHEAST FACE OF POLE
- FUSE ABCϕ @ 300 SOLID BLADE
- INSTALL 1-5" U-GUARD ON SOUTHWEST FACE OF POLE
- FUSE ABCϕ @ 300 SOLID BLADE

LOC 25:
- INSTALL PRIMARY RISER PER DCS UH-20.0.0 FIG 1
- INSTALL 1-5" U-GUARD ON NORTHEAST FACE OF POLE
- FUSE ABCϕ @ 300 SOLID BLADE
- INSTALL 1-5" U-GUARD ON SOUTHWEST FACE OF POLE
- FUSE ABCϕ @ 300 SOLID BLADE

SCRAP EXISTING SECONDARY RISERS (4 TOTAL) @ LOC: 74, 81, 83, 84
SCRAP EXISTING PRIMARY RISERS (4 TOTAL) @ LOC: 74, 75, 76, 77

- DIG ACCESS PIT & INSTALL 45 DEGREE BENDS W/ 36" RADIUS (15) @ LOC: 11.53, 11.54, 12.01, 14.52

- DIG ACCESS PIT & INSTALL 90 DEGREE BENDS W/ 36" RADIUS (124) @ LOC: 11.01, 11.51, 11.52, 11.55, 12.02, 13, 13.51, 14.01, 14.02, 14.51, 3, 3.04, 15.01, 16.01, 16.51, 16.52, 4, 4.03, 4.04, 4.05, 19.51, 21.01, 22.01, 23.01, 23.02, 23.03, 6.03, 25.01, 26.01, 26.02, 27.01, 27.02, 27.03, 29.01, 29.51

- DIG ACCESS PIT & INSTALL 45 DEGREE BENDS W/ 60" RADIUS (24) @ LOC: 2.02, 2.03, 3.03, 3.51, 4.02, 4.5, 4.51, 6.02, 6.51, 6.52, 6.6, 6.61, 6.62, 6.7

- DIG ACCESS PIT & INSTALL 90 DEGREE BENDS W/ 60" RADIUS (17) @ LOC: 1.01, 2, 2.01, 2.51, 3.01, 3.52, 4.01, 4.52, 5 (2), 5.01 (2), 5.02, 5.06, 6.01, 9.01, 9.02

- DIG ACCESS PIT & INSTALL 90 DEGREE BENDS W/ 150" RADIUS (3) @ LOC: 3.02, 5.03, 5.04

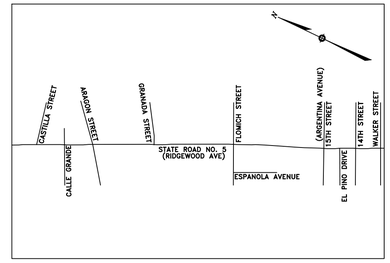
PAD MOUNT DISCONNECT SWITCH
LOC 2, 3, 4, 6 (SW# XXXXX, XXXXX, XXXXX, XXXXX):
- INSTALL PAD & CABLE CHAMBER FOR PM DISC SWITCH CABINET TO DCS C-32.0.2
- INSTALL PME-9 (2-WAY) TYPE PAD MOUNT DISCONNECT SWITCH PER C-32.0.1 TO C-32.0.4
- INSTALL PROTECTIVE BOLLARDS AROUND THE DISCONNECT SWITCH PER UN-21.0.0
- INSTALL GROUNDING AROUND BOLLARDS & DISCONNECT SWITCHES

PAD MOUNT DISCONNECT SWITCHLOC 5 (SW# XXXXX):
- INSTALL PAD & CABLE CHAMBER FOR PM DISC SWITCH CABINET TO DCS C-32.0.2
- INSTALL PME-10 (4-WAY) TYPE PAD MOUNT DISCONNECT SWITCH PER C-32.0.1 TO C-32.0.4
- INSTALL PROTECTIVE BOLLARDS AROUND THE DISCONNECT SWITCH PER UN-21.0.0
- INSTALL GROUNDING AROUND BOLLARDS & DISCONNECT SWITCHES

HAND HOLE INSTALLATION
- HAND HOLES (HH) TO BE INSTALLED PER DCS L-17.0.7
- INSTALL 30" HH (13 TOTAL) @ LOC: 11.1, 16.1, 16.3, 20.1, 20.2, 21.1, 22.1, 24.1, 24.2, 28.2, 29.2, 30.2, 30.3
- INSTALL 48" HH (5 TOTAL) @ LOC: 16.2, 28.1, 29.1, 29.3, 30.1

- L-17.0.5 FOR LOCATING SINGLE PHASE TRANSFORMERS
- L-17.0.7 FOR HAND-HOLES, 24", 30", & 48" AS NOTED
- UN-2.0.0 FIG. 5 FOR PVC U-GUARD ENTRANCE DETAIL (RISER AT A POLE)
- UN-6.0.0 ELLS AT RISER POLES & PADMOUNTED TRANSFORMERS
- UN-15.0.0 FOR ELECTRONIC MARKERS (EMD'S)
- UN-18.0.0 FOR FEEDER SPLICE BOXES
- UN-19.0.0 FOR 48" HAND HOLE – PRIMARY SPLICE BOX (FOR DRIVEWAY LOADING HH SEE – UX-202)
- UN-21.0.0 FOR PROTECTIVE BARRIER & CLEARANCES TO PAD MOUNTED TRANSFORMERS & SWITCHES
- UN-27 FOR RECOMMENDED PRACTICES FOR FIELD JOINING & INSTALLATION OF PVC CONDUIT
- UN-28.0.2 & UN-28.0.3 FOR DIRECTIONAL BORING INSTALLATION GUIDELINES
- UV-12.0.0 FOR IDENTIFICATION OF VACANT CONDUITS
- I-62.0.0 FOR SINGLE PHASE HIGH STYLE PMTX (COMMERCIAL & CABLE SIZE > 4/0 AL) (UX-117.0.2 CONCRETE PAD)
- I-65.1.1 FOR LOW STYLE PMTX'S (4/0 AL MAX. SECONDARY / SERVICE CONDUCTOR SIZE) (UX-117)
- I-68.0.2 FOR OPEN WYE-OPEN DELTA TX BANKS, (UX-115.0.1 FOR CONCRETE PAD) NOTED WITH LEADING PHASE REGULAR STYLE LTG TX ON RIGHT SIDE & LAGGING/NEXT PHASE LOW STYLE PWR TX ON LEFT SIDE. SECONDARY / SERVICE CABLES TO ENTER THE PAD ON THE RIGHT SIDE OF THE LIGHTING TX WINDOW
- I-70.0.1 FOR 3 PHASE DEAD FRONT SECTIONALIZING (UX-114.0.2 FOR LOOP STYLE CONCRETE PAD)
- C-32.0.1, .2, & .3 FOR PME-9 (2-WAY), FOR 3 PHASE PAD-MOUNTED SWITCHGEAR (UX-122.0.0 FOR CONCRETE CABLE CHAMBER)
- C-39.0.1 & .2 FOR PME-4 DEAD FRONT 3 PHASE PADMOUNTED FUSE CABINET (UX-124.0.0 FOR CONCRETE PAD)

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐

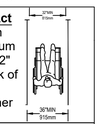


EDGE OF PAVEMENT
EXISTING RIGHT OF WAY
PROPOSED EASEMENT
PROPOSED PRIMARY
PROPOSED SPLICE BOX
PROPOSED HANDHOLE

UTILITY LEGEND
CENTURYLINK CABLES
SEWER GRAVITY MAIN
WATER MAIN
GAS MAIN

GENERAL NOTES
1. CONTRACTOR SHALL PROVIDE WARNING SIGNAL FOR PEDESTRIANS AND TRAFFIC CONTROL
2. CONTRACTOR SHALL INSTALL AND JOIN PVC CONDUITS PER DCS UN-27.0.0. IF JOB IS TO BE DONE BY AN EXTERNAL CONTRACTOR THERE MUST BE AN INSPECTOR ON THE JOB TO ENSURE SPECIFICATIONS ARE FOLLOWED.
3. CONTRACTOR SHALL SEAL ALL UNUSED DUCTS AS PER DCS UN-29.0.0.
4. ALL CABLE SPLICING TO BE DONE AS PER DCS SECTION UE.
5. ALL CONDUIT ENDS SHALL BE CAPPED AND MARKED WITH EMD PER UN-29.0.0
6. UNLESS OTHERWISE NOTED, CONTRACTOR SHALL INSTALL A 48" MIN COVER FOR ALL PRIMARY DUCTS
7. A MINIMUM OF 12" RADIAL CLEARANCE SHALL BE MAINTAIN FROM OTHER DUCTS, FOREIGN UTILITIES OR OBSTRUCTIONS.
8. ALL PERMIT REQUIREMENTS HAVE TO BE COMPLETED AND HAVE PERMITS ON HAND PRIOR TO CONSTRUCTION.
9. 48 HOURS PRIOR TO CONSTRUCTION, PLEASE CONTACT SUNSHINE AT 1-800-432-4770 TO HAVE UTILITIES MARK FIELD LOCS OF BURIED FACILITIES. DIG WITH CAUTION.
10. LOCATIONS AND ELEVATIONS ON OTHER UTILITIES WERE OBTAINED FROM THE BEST AVAILABLE INFORMATION. THEIR EXACT LOCATION MAY NOT BE SHOWN ON THIS DRAWING. THEREFORE, UTILITIES SHOWN ARE APPROXIMATE AND NOT ALL INCLUSIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING SITE CONDITIONS, LOCATIONS, AND DEPTHS OF ALL PIPING AND UTILITIES INCLUDING SERVICE CONNECTIONS. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES AND LOCATE BY HYDRO VAC AND HAND EXCAVATION.
11. THE CONTRACTOR SHALL PROVIDE TEMPORARY ENGINEERED SUPPORT TO ANY EXISTING EXPOSED UTILITIES THROUGHOUT CONSTRUCTION.
12. THE CONTRACTOR SHALL PROVIDE ENGINEERED METHOD TO TEMPORARILY SUPPORT STREET LIGHT FOUNDATIONS AND/OR EXISTING UTILITY POLES. THIS METHOD MUST BE APPROVED BY FPL PRIOR TO CONSTRUCTION.
13. EXISTING PARKING RAIL, PARKING METERS, AND ELECTRICAL PLUGS WITHIN THE CONSTRUCTION ZONE SHALL BE TEMPORARILY REMOVED DURING CONSTRUCTION AND REINSTATED POST CONSTRUCTION PER ALL APPLICABLE FPL REQUIREMENTS.
14. CONTACT CITY OR COUNTY PARKING ADMINISTRATOR TWO WEEKS PRIOR TO CONSTRUCTION TO INSTATE TEMPORARY NO PARKING ZONE.
15. CONTACT ALL THE NEIGHBORS TWO WEEKS PRIOR TO CONSTRUCTION TO NOTIFY THE CONSTRUCTION SCHEDULE AND ACCESS IMPACTS
16. CONTRACTOR SHALL INSTALL FEEDER SPLICE BOX AS PER UN-18.0.0.
17. PULLING EYE SHALL BE USED FOR ALL CABLE PULLS. REFER TO PULLING TABLE FOR MORE DETAILS.

American Disabilities Act
If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.

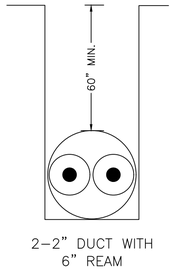


CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG

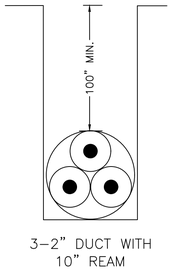
LOCATE MARKINGS COLOR CODE

RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP.SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

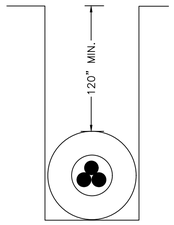
TWNP: 14 RNG: 32 SEC: 42 QTR: _____



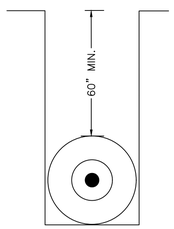
2-2" DUCT WITH 6" REAM



3-2" DUCT WITH 10" REAM

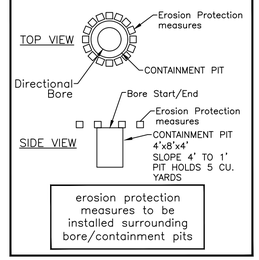


1-6" DUCT WITH 12" REAM

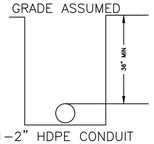


1-2" DUCT WITH 6" REAM

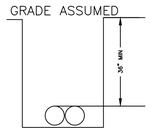
BORE PIT DETAIL
N.T.S.



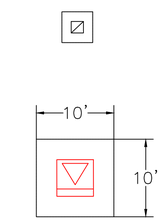
erosion protection measures to be installed surrounding bore/containment pits



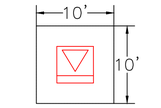
1-2" HDPE CONDUIT MAINTAIN 12" SEPARATION FROM OTHER UTILITIES



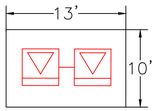
2-2" HDPE CONDUIT MAINTAIN 12" SEPARATION FROM OTHER UTILITIES



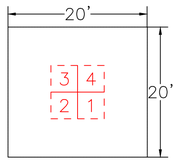
TYPICAL PROPOSED SECONDARY PEDESTAL:
- SMALL & LARGE
- REQUIRED EASEMENT 5' x 5'
- UNLESS OTHERWISE NOTED



TYPICAL PROPOSED TRANSFORMER LAYOUT:
- SINGLE PHASE
- REQUIRED EASEMENT 10' X 10'
- UNLESS OTHERWISE NOTED

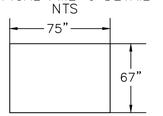


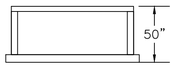
TYPICAL PROPOSED TRANSFORMER LAYOUT:
- OPEN DELTA
- REQUIRED EASEMENT 13' x 10'
- UNLESS OTHERWISE NOTED



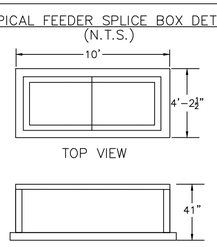
TYPICAL PROPOSED PADMOUNT SWITCH LAYOUT:
- PME SWITCHES
- REQUIRED EASEMENT 20'X 20'
- UNLESS OTHERWISE NOTED
- SAME AS OTHER SWITCHGEAR

TYPICAL PME-9 DETAIL
NTS

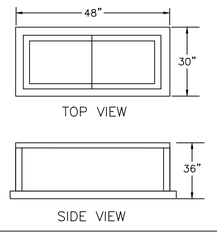




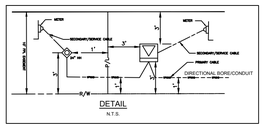
TYPICAL FEEDER SPLICE BOX DETAIL
(N.T.S.)



TYPICAL 48" SPLICE BOX DETAIL



PRELIMINARY



DETAIL
N.T.S.

ATTENTION
ROW AGREEMENT

IMPORTANT:
THE UNDERGROUND FACILITIES AND ASSOCIATED EQUIPMENT ARE IN THE RIGHT OF WAY DUE TO SPECIAL REQUEST BY THE LOCAL GOVERNMENT AGENCY AND ARE COVERED BY SPECIAL AGREEMENT WITH THE LOCAL GOVERNMENT. SHOULD THE LOCAL GOVERNMENT OR OTHER RIGHT OF WAY REQUIRE FPL TO RELOCATE, ADJUST OR REARRANGE ANY OF THESE FACILITIES, AS THEY MAY EXIST INITIALLY OR LATER BE MODIFIED, UPGRADED, OR OTHERWISE ALTERED, THE LOCAL GOVERNMENT SHALL PROVIDE FPL WITH A SUBSTITUTE LOCATION, INCLUDING ANY EASEMENTS THAT MAY BE NECESSARY, AND PAY ANY COSTS FOR THE RELOCATION, ADJUSTMENT, OR REARRANGEMENT. THE LOCAL GOVERNMENT SHALL ALSO REIMBURSE FPL FOR ANY COSTS TO LOCATE, EXPOSE PROTECT OR SUPPORT THE FACILITIES, IN THE EVENT OF FUTURE CONSTRUCTION OR EXCAVATION IN CLOSE PROXIMITY TO THE FACILITIES. REQUEST A COPY OF THE RIGHT OF WAY AGREEMENT FROM DOC FILES/GO FOR FURTHER DETAILS.

DISCLAIMER:
THIS IS NOT TO BE USED FOR CABLE LOCATIONS
CALL:1-800-432-4770
CAUTION: THIS DRAWING IS AN APPROXIMATION.
DETERMINE EXACT LOCATION OF THE CABLE/DUCT LINES/CONDUIT PRIOR TO ANY SUBSURFACE OPERATION IN THIS AREA.
THESE PRELIMINARY DRAWINGS SHALL BE USED FOR COORDINATION PURPOSES TO DETERMINE FPL PROPOSED EQUIPMENT PLACEMENT.
THESE DRAWINGS ARE NOT FOR CONSTRUCTION

PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES NOT RELIEVE YOU OF ANY STATURY OBLIGATIONS, INCLUDING THE PROVISIONS CONTAINED IN SECTION 556, FLORIDA STATUTES.
CALL 811(SUNSHINE811) PRIOR TO ANY EXCAVATION ACTIVITIES

NOTES CONTINUE:
- ALL SUBSURFACE INFRASTRUCTURE HAS NOT BEEN IDENTIFIED IN THE FIELD ALL SPECIFIED DEPTHS, PIPE SIZES AND TYPE ARE ESTIMATES AND APPROXIMATIONS BASED ON INFORMATION PROVIDED. CONSTRUCTION REQUIRED TO IDENTIFY ALL SUBSURFACE INFRASTRUCTURE DEPTHS AND SIZES PRIOR TO START OF CONSTRUCTION.
- THE LOCATION AND EXISTENCE OF ANY FACILITIES MAY NOT BE RELIED UPON BY THE SUPPLIER IN RESPONDING TO A BID OR IN COMPLYING WITH ANY CONTRACT. SUPPLIER IS RESPONSIBLE FOR EVALUATING SITE CONDITIONS BOTH ABOVE AND BELOW GROUND INCLUDING UNDERGROUND FACILITY LOCATIONS.
- MAINTAIN MINIMUM CLEARANCE OF 12" TO OTHER UTILITIES ALL CIRCUITS ARE EFFECTIVELY GROUNDED.
- SUBSURFACE INFORMATION NOT OBTAINED. FIELD FIT REQUIRED.

AS-BUILT COPY	Initials / Cert. Date	AS-BUILT CREW PRINT	Foreman's Signature / Date	Easement? YES ☒ NO ☐	Survey/Stake? YES ☐ NO ☒
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	Supervisor's Signature / Date			Tree Work? YES ☐ NO ☒	Designer/Stake? YES ☐ NO ☒
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.	Foreman's Signature / Date			Map Posting? YES ☒ NO ☐	Work with SMO? YES ☐ NO ☒
				Posted by	CT/Special Mtr? YES ☐ NO ☒
				Trench Feet	Duct Bank Feet
				PERMIT REQ'D: CITY / DR. DIST. / COUNTY AIR / STATE RD X / FAA; WMD / RR XING / COUNTY RD. / TRANSM.	
				Telephone Request? YES ☐ NO ☒	CATV Request? YES ☐ NO ☒

FPL

DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	11/15/24
MAP NO.	DY-0954

0 15 30 60 FEET

M/A: CF
HOLLY HILL CONV. PH3 OH2UG
HOLLY HILL
VOLUSIA COUNTY, FL

DWG NO. NOTES 1
WR:12158163 IWR: — —

PLOT DATE: 12/20/2024 PLOT TIME: 14:10:05 CAD NAME:

Attachment: Phase 3 FPL Construction Plans Dec 2024 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

PAD MOUNT TRANSFORMER INSTALLATION
- ALL PMTX ARE TO BE INSTALLED IN 10' UTILITY EASEMENT IN FRONT OF PROPERTY ALL PMTX MUST MAINTAIN A MINIMUM 3' CLEARANCE ON THE SIDES & BACK OF TX, AND 8' MINIMUM CLEARANCE IN FRONT PER DCS UN-21.0.0

REPLACE 150 KVA PMTX (CE) WITH 150 KVA PMTX (CT) (2 [1 STANDARD & 1 N.O.])
INSTALL 150 KVA 3ϕ PMTX (120/208V) (1) PER DCS I-70.0.1 @ LOC 12, LOC 27 (N.O.)

REPLACE 300 KVA PMTX (CE) WITH 300 KVA PMTX (CT) (1 STANDARD TOTAL)
INSTALL 300 KVA 3ϕ PMTX (120/208V) (1) PER DCS I-70.0.1 @ LOC 13

REPLACE 500 KVA PMTX (CE) WITH 500 KVA PMTX (CT) (1 STANDARD TOTAL)
INSTALL 500 KVA 3ϕ PMTX (120/208V) (1) PER DCS I-70.0.1 @ LOC 14

INSTALL 25 KVA PMTX (1 STANDARD TOTAL)
- INSTALL 25 KVA Aϕ PMTX (1 STANDARD) PER DCS I-62.0.0 @ LOC 11
- INSTALL CONCRETE PAD PER UX-117.0.0

INSTALL 50 KVA PMTX (1 STANDARD TOTAL)
- INSTALL 50 KVA Bϕ PMTX (1 STANDARD) PER DCS I-62.0.0 @ LOC 20
- INSTALL CONCRETE PAD PER UX-117.0.0

INSTALL 75 KVA PMTX (1 STANDARD TOTAL)
- INSTALL 75 KVA Cϕ PMTX (1 STANDARD) PER DCS I-62.0.0 @ LOC 23
- INSTALL CONCRETE PAD PER UX-117.0.0

INSTALL 100 KVA PMTX (1 STANDARD TOTAL)
- INSTALL 100 KVA Bϕ PMTX (1 STANDARD) PER DCS I-62.0.0 @ LOC 21
- INSTALL CONCRETE PAD PER UX-117.0.0

INSTALL 167 KVA PMTX (1 STANDARD TOTAL)
- INSTALL 167 KVA Bϕ PMTX (1 STANDARD) PER DCS I-62.0.0 @ LOC 22
- INSTALL CONCRETE PAD PER UX-117.0.0

INSTALL 75/50 KVA PMTX (4 [3 STANDARD & 1 N.O.])
- INSTALL 75/50 KVA PH ABϕ PMTX (120/240V) (2) PER DCS I-68.0.2 @ LOC 16 (N.O.), LOC 30
- INSTALL 75/50 KVA PH BCϕ PMTX(120/240V) (2) PER DCS I-68.0.2 @ LOC 24, LOC 26
- INSTALL CONCRETE PAD PER UX-115.0.1

INSTALL 100/50 KVA PMTX (2 STANDARD TOTAL)
- INSTALL 100/50 KVA PH BCϕ PMTX (120/240V) (1) PER DCS I-68.0.2 @ LOC 28
- INSTALL 100/50 KVA PH CAϕ PMTX (120/240V) (1) PER DCS I-68.0.2 @ LOC 29
- INSTALL CONCRETE PAD PER UX-115.0.1

CHANGE TRANSFORMER TO NORMALLY OPEN (1 TOTAL)
- CHANGE 150 KVA 3ϕ PMTX FROM NORMALLY CLOSED TO NORMALLY OPEN @ LOC 33
- CHANGE 1000 KVA 3ϕ PMTX FROM NORMALLY CLOSED TO NORMALLY OPEN @ LOC 32
-

Secondary/Service Cable Notes

Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Conduit
11-11.1	1/0A TPX	83	74	1-2" HDPE
16-16.1	2-4/0A TPX	442	433	2-2" HDPE
16-16.2	4/0A QPX	205	196	1-2" HDPE
16-16.3	4/0A TPX	46	37	1-2" HDPE
20-20.1	4/0A TPX	35	26	1-2" HDPE
20-20.3	2-4/0A TPX	223	214	2-2" HDPE
20-20.2	4/0A TPX	191	182	1-2" HDPE
21-21.1	4/0A TPX	99	90	1-2" HDPE
22-22.1	2-4/0C TPX	185	176	2-2" HDPE
24-24.1	1/0A TPX	179	170	1-2" HDPE
24-24.2	2-4/0A TPX	252	243	2-2" HDPE
28-28.1	2-4/0C QPX	229	220	2-2" HDPE
28-28.2	2-4/0A TPX	218	209	2-2" HDPE
29-63	1/0A TPX	65	51	1-2" HDPE
29-29.1	4/0A QPX	194	185	1-2" HDPE
29-29.2	2-4/0C TPX	175	166	2-2" HDPE
29.2-64	2-4/0C TPX	316	305	2-2" HDPE
29-29.3	2-4/0A QPX	255	246	2-2" HDPE
30-30.1	4/0A QPX	166	157	1-2" HDPE
30-30.2	2-4/0A TPX	197	188	2-2" HDPE
30-30.3	2-4/0A TPX	250	241	2-2" HDPE
30.3-72	1/0A TPX	70	59	1-2" HDPE
30.3-73	4/0A TPX	87	76	1-2" HDPE
TOTAL		4162	3944	

ATTENTION

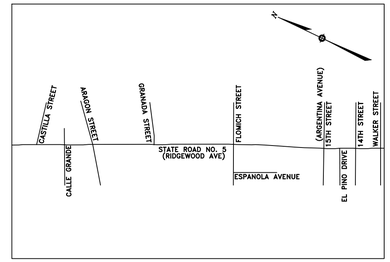
ROW AGREEMENT

IMPORTANT:
THE UNDERGROUND FACILITIES AND ASSOCIATED EQUIPMENT ARE IN THE RIGHT OF WAY DUE TO SPECIAL REQUEST BY THE LOCAL GOVERNMENT AGENCY AND ARE COVERED BY SPECIAL AGREEMENT WITH THE LOCAL GOVERNMENT. SHOULD THE LOCAL GOVERNMENT OR OTHER RIGHT OF WAY REQUIRE FPL TO RELOCATE, ADJUST OR REARRANGE ANY OF THESE FACILITIES, AS THEY MAY EXIST INITIALLY OR LATER BE MODIFIED, UPGRADED, OR OTHERWISE ALTERED, THE LOCAL GOVERNMENT SHALL PROVIDE FPL WITH A SUBSTITUTE LOCATION, INCLUDING ANY EASEMENTS THAT MAY BE NECESSARY, AND PAY ANY COSTS FOR THE RELOCATION, ADJUSTMENT, OR REARRANGEMENT. THE LOCAL GOVERNMENT SHALL ALSO REIMBURSE FPL FOR ANY COSTS TO LOCATE, EXPOSE PROTECT OR SUPPORT THE FACILITIES, IN THE EVENT OF FUTURE CONSTRUCTION OR EXCAVATION IN CLOSE PROXIMITY TO THE FACILITIES. REQUEST A COPY OF THE RIGHT OF WAY AGREEMENT FROM DOC FILES/GO FOR FURTHER DETAILS.

DISCLAIMER:
THIS IS NOT TO BE USED FOR CABLE LOCATIONS
CALL:1-800-432-4770
CAUTION: THIS DRAWING IS AN APPROXIMATION.
DETERMINE EXACT LOCATION OF THE CABLE/DUCT LINES/CONDUIT PRIOR TO ANY SUBSURFACE OPERATION IN THIS AREA.
THESE PRELIMINARY DRAWINGS SHALL BE USED FOR COORDINATION PURPOSES TO DETERMINE FPL PROPOSED EQUIPMENT PLACEMENT.
THESE DRAWINGS ARE NOT FOR CONSTRUCTION

PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES NOT RELIEVE YOU OF ANY STATURY OBLIGATIONS, INCLUDING THE PROVISIONS CONTAINED IN SECTION 556, FLORIDA STATUTES.
CALL 811(SUNSHINE811) PRIOR TO ANY EXCAVATION ACTIVITIES

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐



EDGE OF PAVEMENT
EXISTING RIGHT OF WAY
PROPOSED EASEMENT
PROPOSED PRIMARY
PROPOSED SPLICE BOX
PROPOSED HANDHOLE

UTILITY LEGEND
CENTURYLINK CABLES
SEWER GRAVITY MAIN
WATER MAIN
GAS MAIN

GENERAL NOTES
1. CONTRACTOR SHALL PROVIDE WARNING SIGNAL FOR PEDESTRIANS AND TRAFFIC CONTROL
2. CONTRACTOR SHALL INSTALL AND JOIN PVC CONDUITS PER DCS UN-27.0.0. IF JOB IS TO BE DONE BY AN EXTERNAL CONTRACTOR THERE MUST BE AN INSPECTOR ON THE JOB TO ENSURE SPECIFICATIONS ARE FOLLOWED.
3. CONTRACTOR SHALL SEAL ALL UNUSED DUCTS AS PER DCS UN-29.0.0.
4. ALL CABLE SPLICING TO BE DONE AS PER DCS SECTION UE.
5. ALL CONDUIT ENDS SHALL BE CAPPED AND MARKED WITH EMD PER UN-29.0.0
6. UNLESS OTHERWISE NOTED, CONTRACTOR SHALL INSTALL A 48" MIN COVER FOR ALL PRIMARY DUCTS
7. A MINIMUM OF 12" RADIAL CLEARANCE SHALL BE MAINTAIN FROM OTHER DUCTS, FOREIGN UTILITIES OR OBSTRUCTIONS.
8. ALL PERMIT REQUIREMENTS HAVE TO BE COMPLETED AND HAVE PERMITS ON HAND PRIOR TO CONSTRUCTION.
9. 48 HOURS PRIOR TO CONSTRUCTION, PLEASE CONTACT SUNSHINE AT 1-800-432-4770 TO HAVE UTILITIES MARK FIELD LOCS OF BURIED FACILITIES. DIG WITH CAUTION.
10. LOCATIONS AND ELEVATIONS ON OTHER UTILITIES WERE OBTAINED FROM THE BEST AVAILABLE INFORMATION. THEIR EXACT LOCATION MAY NOT BE SHOWN ON THIS DRAWING. THEREFORE, UTILITIES SHOWN ARE APPROXIMATE AND NOT ALL INCLUSIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING SITE CONDITIONS, LOCATIONS, AND DEPTHS OF ALL PIPING AND UTILITIES INCLUDING SERVICE CONNECTIONS. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES AND LOCATE BY HYDRO VAC AND HAND EXCAVATION.
11. THE CONTRACTOR SHALL PROVIDE TEMPORARY ENGINEERED SUPPORT TO ANY EXISTING EXPOSED UTILITIES THROUGHOUT CONSTRUCTION.
12. THE CONTRACTOR SHALL PROVIDE ENGINEERED METHOD TO TEMPORARILY SUPPORT STREET LIGHT FOUNDATIONS AND/OR EXISTING UTILITY POLES. THIS METHOD MUST BE APPROVED BY FPL PRIOR TO CONSTRUCTION.
13. EXISTING PARKING RAIL, PARKING METERS, AND ELECTRICAL PLUGS WITHIN THE CONSTRUCTION ZONE SHALL BE TEMPORARILY REMOVED DURING CONSTRUCTION AND REINSTATED POST CONSTRUCTION PER ALL APPLICABLE FPL REQUIREMENTS.
14. CONTACT CITY OR COUNTY PARKING ADMINISTRATOR TWO WEEKS PRIOR TO CONSTRUCTION TO INSTATE TEMPORARY NO PARKING ZONE.
15. CONTACT ALL THE NEIGHBORS TWO WEEKS PRIOR TO CONSTRUCTION TO NOTIFY THE CONSTRUCTION SCHEDULE AND ACCESS IMPACTS
16. CONTRACTOR SHALL INSTALL FEEDER SPLICE BOX AS PER UN-18.0.0.
17. PULLING EYE SHALL BE USED FOR ALL CABLE PULLS. REFER TO PULLING TABLE FOR MORE DETAILS.

P.M. DISC. SW# 1	
GRID# _-_____-_____-_-_	
COMPARTMENT 1	COMPARTMENT 2
SW.# _-_____-_-_ SE TO PMDS #2 COMP #2 SW.#	SW.# _-_____-_-_ NW TO RISER POLE SW.#18078
COMPARTMENT 4	COMPARTMENT 3
A - FUTURE B - FUTURE C - FUTURE	A XXXX1-1 B XXXX2-1 C XXXX3-1 FUSE 3ø @ 125 "E"

P.M. DISC. SW# 2	
GRID# _-_____-_____-_-_	
COMPARTMENT 1	COMPARTMENT 2
SW.# _-_____-_-_ SE TO PMDS# 3 COMP# 2 SW.#	SW.# _-_____-_-_ NW TO PMDS# 1 COMP# 1 SW.#
COMPARTMENT 4	COMPARTMENT 3
A XXXX4-1 B XXXX5-1 C XXXX6-1 FUSE 3ø @ 150 "E"	A XXXX1-18 B XXXX1-16 C XXXX1-16 FUSE 3ø @ 125 "E"

P.M. DISC. SW# 3	
GRID# _-_____-_____-_-_	
COMPARTMENT 1	COMPARTMENT 2
SW.# _-_____-_-_ SE TO PMDS #4 COMP #2 SW.#A	SW.# _-_____-_-_ NW TO PMDS #2 COMP #1 SW.#
COMPARTMENT 4	COMPARTMENT 3
A XXXX4-6 B XXXX5-8 C XXXX6-6 FUSE 3ø @ 150 "E"	A XXXX7-1 B XXXX8-1 C XXXX9-1 FUSE 3ø @ 150 "E"

AFS P.M. DISC. SW# 4	
GRID# _-_____-_____-_-_	
COMPARTMENT 1	COMPARTMENT 2
SW.#A _-_____-_-_ SW TO RISER POLE SW.#18079	SW.#A _-_____-_-_ NW TO PMDS #3 COMP #1 SW.#
COMPARTMENT 4	COMPARTMENT 3
SW.#A _-_____-_-_ NE TO RISER POLE SW.# 18080	SW.#A _-_____-_-_ SE TO PMDS #5 COMP #2 SW.#

P.M. DISC. SW# 5	
GRID# _-_____-_____-_-_	
COMPARTMENT 1	COMPARTMENT 2
SW.# _-_____-_-_ SE TO PMDS #16 COMP #4 SW.#16233	SW.# _-_____-_-_ NW TO PMDS #4 COMP #3 SW.#A
COMPARTMENT 4	COMPARTMENT 3
A XXXX7-4 B XXXX8-12 C XXXX9-8 FUSE 3ø @ 150 "E"	A XXXX10-1 B XXXX11-1 C XXXX12-1 FUSE 3ø @ 150 "E"

NOTES CONTINUE:
- ALL SUBSURFACE INFRASTRUCTURE HAS NOT BEEN IDENTIFIED IN THE FIELD ALL SPECIFIED DEPTHS, PIPE SIZES AND TYPE ARE ESTIMATES AND APPROXIMATIONS BASED ON INFORMATION PROVIDED. CONSTRUCTION REQUIRED TO IDENTIFY ALL SUBSURFACE INFRASTRUCTURE DEPTHS AND SIZES PRIOR TO START OF CONSTRUCTION.
- THE LOCATION AND EXISTENCE OF ANY FACILITIES MAY NOT BE RELIED UPON BY THE SUPPLIER IN RESPONDING TO A BID OR IN COMPLYING WITH ANY CONTRACT. SUPPLIER IS RESPONSIBLE FOR EVALUATING SITE CONDITIONS BOTH ABOVE AND BELOW GROUND INCLUDING UNDERGROUND FACILITY LOCATIONS.
- MAINTAIN MINIMUM CLEARANCE OF 12" TO OTHER UTILITIES ALL CIRCUITS ARE EFFECTIVELY GROUNDED.
- SUBSURFACE INFORMATION NOT OBTAINED. FIELD FIT REQUIRED.

PRELIMINARY

TWNP: 14 RNG: 32 SEC: 42 QTR: _____

AS-BUILT COPY
Initials Cert. Date

AS-BUILT CREW PRINT
Foreman's Signature Date

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
Supervisor's Signature Date

All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.
Foreman's Signature Date

Easement? YES ☒ NO ☐
Tree Work? YES ☐ NO ☒
Map Posting? YES ☒ NO ☐
Posted by

Survey/Stake? YES ☐ NO ☒
Designer/Stake? YES ☐ NO ☒
Trench Feet
Work with SMO? YES ☐ NO ☒
CT/Special Mtr? YES ☐ NO ☒
Duct Bank Feet

PERMIT REQ'D: CITY | DR. DIST. | COUNTY AIR | STATE RD X | FAA
WMD | RR XING | COUNTY RD. | TRANSM.

Telephone Request? YES ☐ NO ☒ CATV Request? YES ☐ NO ☒

DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	11/15/24
MAP NO.	DY-0954

0 15 30 60 FEET

M/A: CF
HOLLY HILL CONV. PH3 OH2UG
HOLLY HILL
VOLUSIA COUNTY, FL

DWG NO. NOTES 2
WR: 12158163 IWR: — —

PLOT DATE: 12/20/2024 PLOT TIME: 14:10:10 CAD NAME:

Attachment: Phase 3 FPL Construction Plans Dec 2024 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

CONDUIT INSTALLATION:
– INSTALL PULLING CORD IN ALL SPARE CONDUIT AND SECURE EACH END OF CONDUIT
– INSTALL DUCT PLUGS IN ALL SPARE CONDUITS
– THE INTERIOR OF THE DUCT SHALL BE CLEAN TO ENSURE REMOVAL OF FOREIGN MATTER TO ENSURE NO DAMAGE TO CABLE WHILE PULLING
– A MINIMUM SLOPE OF 3" EVERY 100' IS REQUIRED TO PREVENT ANY BUILD UP OF SEDIMENT IN THE DUCT
– ALL CONDUITS SHALL BE INSTALLED WITHIN THE EDGE OF PAVEMENT AND RIGHT OF WAY UNLESS OTHERWISE SPECIFIED

CABLE INSTALLATION:
– FOR ALL PULLS IT IS RECOMMENDED THAT A SPONGE SPREADER BE USED TO LUBRICATE AHEAD OF CABLE INSTALLATION, CONSIDER USING 1 GALLON OF APPROVED LUBRICANT EVERY 200' OF CABLE. REFER TO UN–28.0.3 FOR MORE INFORMATION

Feeder Cable Pulling Notes

Location	Duct Type	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
1 – 2	1–6" HDPE	1000 KCMIL AL 25 KV XLPE ABCϕ	86	33	2 –> 1
2 – 2.5	1–6" HDPE	1000 KCMIL AL 25 KV XLPE ABCϕ	629	599	2 –> 2.5
2.5 – 3	1–6" HDPE	1000 KCMIL AL 25 KV XLPE ABCϕ	489	459	3 –> 2.5
3 – 3.5	1–6" HDPE	1000 KCMIL AL 25 KV XLPE ABCϕ	598	568	3.5 –> 3
3.5 – 4	1–6" HDPE	1000 KCMIL AL 25 KV XLPE ABCϕ	842	812	3.5 –> 4
4 – 4.5	1–6" HDPE	1000 KCMIL AL 25 KV XLPE ABCϕ	584	554	4.5 –> 4
4.5 – 5	1–6" HDPE	1000 KCMIL AL 25 KV XLPE ABCϕ	413	383	5 –> 4.5
5 – 6	1–6" HDPE	1000 KCMIL AL 25 KV XLPE ABCϕ	769	729	6 –> 5
6 – 6.5	1–6" HDPE	1000 KCMIL AL 25 KV XLPE ABCϕ	700	670	6.5 –> 6
6.5 – 6.6	1–6" HDPE	1000 KCMIL AL 25 KV XLPE ABCϕ	757	737	6.6 –> 6.5
6.6 – 6.7	1–6" HDPE	1000 KCMIL AL 25 KV XLPE ABCϕ	672	652	6.7 –> 6.6
5 – 7	1–6" HDPE	1000 KCMIL AL 25 KV XLPE ABCϕ	743	690	5 –> 7
5 – 8	1–6" HDPE	1000 KCMIL AL 25 KV XLPE ABCϕ	624	571	8 –> 5
9 – 10	1–6" HDPE	1000 KCMIL AL 25 KV XLPE ABCϕ	453	387	9 –> 10
TOTAL			8359	7844	

Primary Cable Pulling Notes

LOOP#: AXXXX1

Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
2 – 11	1/0 AL 25 KV XLPE Aϕ	41	14	2 –> 11
11.5 – 11.6	1/0 AL 25 KV XLPE Aϕ	440	420	11.6 –> 11.5
12 – 13	1/0 AL 25 KV XLPE Aϕ	230	216	13 –> 12
13.5 – 13.6	1/0 AL 25 KV XLPE Aϕ	179	159	13.6 –> 13.5
14 – 14.5	1/0 AL 25 KV XLPE Aϕ	788	771	14.5 –> 14
14.5 – 3	1/0 AL 25 KV XLPE Aϕ	507	477	3 –> 14.5
TOTAL		2185	2057	

LOOP#: BXXXX2

Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
11.5 – 11.6	1/0 AL 25 KV XLPE Bϕ	440	420	11.6 –> 11.5
12 – 13	1/0 AL 25 KV XLPE Bϕ	230	216	13 –> 12
13.5 – 13.6	1/0 AL 25 KV XLPE Bϕ	179	159	13.6 –> 13.5
14 – 14.5	1/0 AL 25 KV XLPE Bϕ	788	771	14.5 –> 14
14.5 – 3	1/0 AL 25 KV XLPE Bϕ	507	477	3 –> 14.5
TOTAL		2144	2043	

LOOP#: CXXXX3

Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
11.5 – 11.6	1/0 AL 25 KV XLPE Cϕ	440	420	11.6 –> 11.5
12 – 13	1/0 AL 25 KV XLPE Cϕ	230	216	13 –> 12
13.5 – 13.6	1/0 AL 25 KV XLPE Cϕ	179	159	13.6 –> 13.5
14 – 14.5	1/0 AL 25 KV XLPE Cϕ	788	771	14.5 –> 14
14.5 – 3	1/0 AL 25 KV XLPE Cϕ	507	477	3 –> 14.5
TOTAL		2144	2043	

Primary Cable Pulling Notes

LOOP#: AXXXX4

Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
3 – 15	1/0 AL 25 KV XLPE Aϕ	337	269	3 –> 15
15 – 16	1/0 AL 25 KV XLPE Aϕ	610	570	16 –> 15
16 – 4	1/0 AL 25 KV XLPE Aϕ	597	570	4 –> 16
TOTAL		1544	1409	

LOOP#: BXXXX5

Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
3 – 15	1/0 AL 25 KV XLPE Bϕ	337	269	3 –> 15
15 – 16	1/0 AL 25 KV XLPE Bϕ	610	570	16 –> 15
16 – 18	1/0 AL 25 KV XLPE Bϕ	560	520	16 –> 18
18 – 4	1/0 AL 25 KV XLPE Bϕ	275	222	4 –> 18
TOTAL		1782	1581	

LOOP#: CXXXX6

Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
3 – 15	1/0 AL 25 KV XLPE Cϕ	337	269	3 –> 15
15 – 16.5	1/0 AL 25 KV XLPE Cϕ	673	630	15 –> 16.5
16.5 – 18	1/0 AL 25 KV XLPE Cϕ	458	415	18 –> 16.5
18 – 4	1/0 AL 25 KV XLPE Cϕ	275	222	4 –> 18
TOTAL		1743	1536	

LOOP#: AXXXX7

Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
4 – 19	1/0 AL 25 KV XLPE Aϕ	371	318	4 –> 19
19 – 20.5	1/0 AL 25 KV XLPE Aϕ	747	704	19 –> 20.5
20.5 – 22.5	1/0 AL 25 KV XLPE Aϕ	607	587	EITHER
22.5 – 6	1/0 AL 25 KV XLPE Aϕ	679	649	6 –> 22.5
TOTAL		2404	2258	

LOOP#: BXXXX8

Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
4 – 19	1/0 AL 25 KV XLPE Bϕ	371	318	4 –> 19
19 – 20	1/0 AL 25 KV XLPE Bϕ	671	631	19 –> 20
20 – 21	1/0 AL 25 KV XLPE Bϕ	401	387	21 –> 20
21 – 22	1/0 AL 25 KV XLPE Bϕ	401	387	21 –> 22
22 – 24	1/0 AL 25 KV XLPE Bϕ	746	732	22 –> 24
24 – 6	1/0 AL 25 KV XLPE Bϕ	261	234	6 –> 24
TOTAL		2851	2689	

LOOP#: CXXXX9

Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
4 – 19	1/0 AL 25 KV XLPE Cϕ	371	318	4 –> 19
19 – 19.5	1/0 AL 25 KV XLPE Cϕ	440	397	19 –> 19.5
19.5 – 20.5	1/0 AL 25 KV XLPE Cϕ	322	302	EITHER
20.5 – 22.5	1/0 AL 25 KV XLPE Cϕ	607	587	EITHER
22.5 –23	1/0 AL 25 KV XLPE Cϕ	134	117	23 –> 22.5
23 – 24	1/0 AL 25 KV XLPE Cϕ	530	516	23 –> 24
24 – 6	1/0 AL 25 KV XLPE Cϕ	261	234	6 –> 24
TOTAL		2665	2471	

LOOP#: AXXXX10

Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
6 – 25	1/0 AL 25 KV XLPE Aϕ	86	33	6 –> 25
25 – 25.5	1/0 AL 25 KV XLPE Aϕ	436	393	25 –> 25.5
25.5 – 26.5	1/0 AL 25 KV XLPE Aϕ	564	544	26.5 –> 25.5
27 – 29	1/0 AL 25 KV XLPE Aϕ	370	356	29 –> 27
29 – 30	1/0 AL 25 KV XLPE Aϕ	598	584	29 –> 30
30 – 30.5	1/0 AL 25 KV XLPE Aϕ	365	348	30 –> 30.5
30.5 – PME#1322	1/0 AL 25 KV XLPE Aϕ	551	521	PME#1322 –> 30.5
TOTAL		2970	2779	

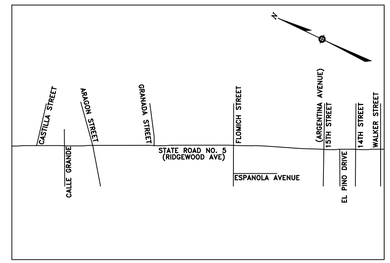
LOOP#: BXXXX11

Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
6 – 25	1/0 AL 25 KV XLPE Bϕ	86	33	6 –> 25
25 – 26	1/0 AL 25 KV XLPE Bϕ	560	520	26 –> 25
26 – 26.5	1/0 AL 25 KV XLPE Bϕ	459	442	26 –> 26.5
27 – 28	1/0 AL 25 KV XLPE Bϕ	334	320	27 –> 28
28 – 29.5	1/0 AL 25 KV XLPE Bϕ	621	604	28 –> 29.5
29.5 – 30	1/0 AL 25 KV XLPE Bϕ	219	202	29.5 –> 30
30 – 30.5	1/0 AL 25 KV XLPE Bϕ	365	348	30 –> 30.5
30.5 – PME#1322	1/0 AL 25 KV XLPE Bϕ	551	521	PME#1322 –> 30.5
TOTAL		3195	2990	

LOOP#: CXXXX12

Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
6 – 25	1/0 AL 25 KV XLPE Cϕ	86	33	6 –> 25
25 – 26	1/0 AL 25 KV XLPE Cϕ	560	520	26 –> 25
26 – 26.5	1/0 AL 25 KV XLPE Cϕ	459	442	26 –> 26.5
27 – 28	1/0 AL 25 KV XLPE Cϕ	334	320	27 –> 28
28 – 29	1/0 AL 25 KV XLPE Cϕ	260	246	29 –> 28
29 – 29.5	1/0 AL 25 KV XLPE Cϕ	395	378	29 –> 29.5
29.5 – 30.5	1/0 AL 25 KV XLPE Cϕ	361	341	EITHER
30.5 – PME#1322	1/0 AL 25 KV XLPE Cϕ	551	521	PME#1322 –> 30.5
TOTAL		3006	2801	

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐



EDGE OF PAVEMENT
EXISTING RIGHT OF WAY
PROPOSED EASEMENT
PROPOSED PRIMARY
PROPOSED SPLICE BOX
PROPOSED HANDHOLE

UTILITY LEGEND

CENTURYLINK CABLES
SEWER GRAVITY MAIN
WATER MAIN
GAS MAIN

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2. CONTRACTOR SHALL INSTALL AND JOIN PVC CONDUITS PER DCS UN–27.0.0. IF JOB IS TO BE DONE BY AN EXTERNAL CONTRACTOR THERE MUST BE AN INSPECTOR ON THE JOB TO ENSURE SPECIFICATIONS ARE FOLLOWED.
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9. 48 HOURS PRIOR TO CONSTRUCTION, PLEASE CONTACT SUNSHINE AT 1–800–432–4770 TO HAVE UTILITIES MARK FIELD LOCS OF BURIED FACILITIES. DIG WITH CAUTION.
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16. CONTRACTOR SHALL INSTALL FEEDER SPLICE BOX AS PER UN–18.0.0.
17. PULLING EYE SHALL BE USED FOR ALL CABLE PULLS. REFER TO PULLING TABLE FOR MORE DETAILS.

NOTES CONTINUE:

- ALL SUBSURFACE INFRASTRUCTURE HAS NOT BEEN IDENTIFIED IN THE FIELD ALL SPECIFIED DEPTHS, PIPE SIZES AND TYPE ARE ESTIMATES AND APPROXIMATIONS BASED ON INFORMATION PROVIDED. CONSTRUCTION REQUIRED TO IDENTIFY ALL SUBSURFACE INFRASTRUCTURE DEPTHS AND SIZES PRIOR TO START OF CONSTRUCTION.
- THE LOCATION AND EXISTENCE OF ANY FACILITIES MAY NOT BE RELIED UPON BY THE SUPPLIER IN RESPONDING TO A BID OR IN COMPLYING WITH ANY CONTRACT. SUPPLIER IS RESPONSIBLE FOR EVALUATING SITE CONDITIONS BOTH ABOVE AND BELOW GROUND INCLUDING UNDERGROUND FACILITY LOCATIONS.
- MAINTAIN MINIMUM CLEARANCE OF 12" TO OTHER UTILITIES ALL CIRCUITS ARE EFFECTIVELY GROUNDED.
- SUBSURFACE INFORMATION NOT OBTAINED. FIELD FIT REQUIRED.

PRELIMINARY

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ROW AGREEMENT

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AS–BUILT COPY
Initials Cert. Date
AS–BUILT CREW PRINT
Foreman's Signature Date
Job CERTIFIED COMPLETED as shown on this AS–BUILT print. Material changes shown on ROS.
Supervisor's Signature Date
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.
Foreman's Signature Date

Easement? YES ☒ NO ☐
Tree Work? YES ☐ NO ☒
Map Posting? YES ☒ NO ☐
Posted by

Survey/Stake? YES ☐ NO ☒
Designer/Stake? YES ☐ NO ☒
Trench Feet
Work with SMO? YES ☐ NO ☒
CT/Special Mtr? YES ☐ NO ☒
Duct Bank Feet

PERMIT REQ'D: CITY ☐ DR. DIST. ☐ COUNTY AIR ☐ STATE RD X ☐ FAA ☐ WMD ☐ RR XING ☐ COUNTY RD. ☐ TRANSM. ☐

Telephone Request? YES ☐ NO ☒ CATV Request? YES ☐ NO ☒

DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	11/15/24
MAP NO.	DY–0954

0 15 30 60 FEET

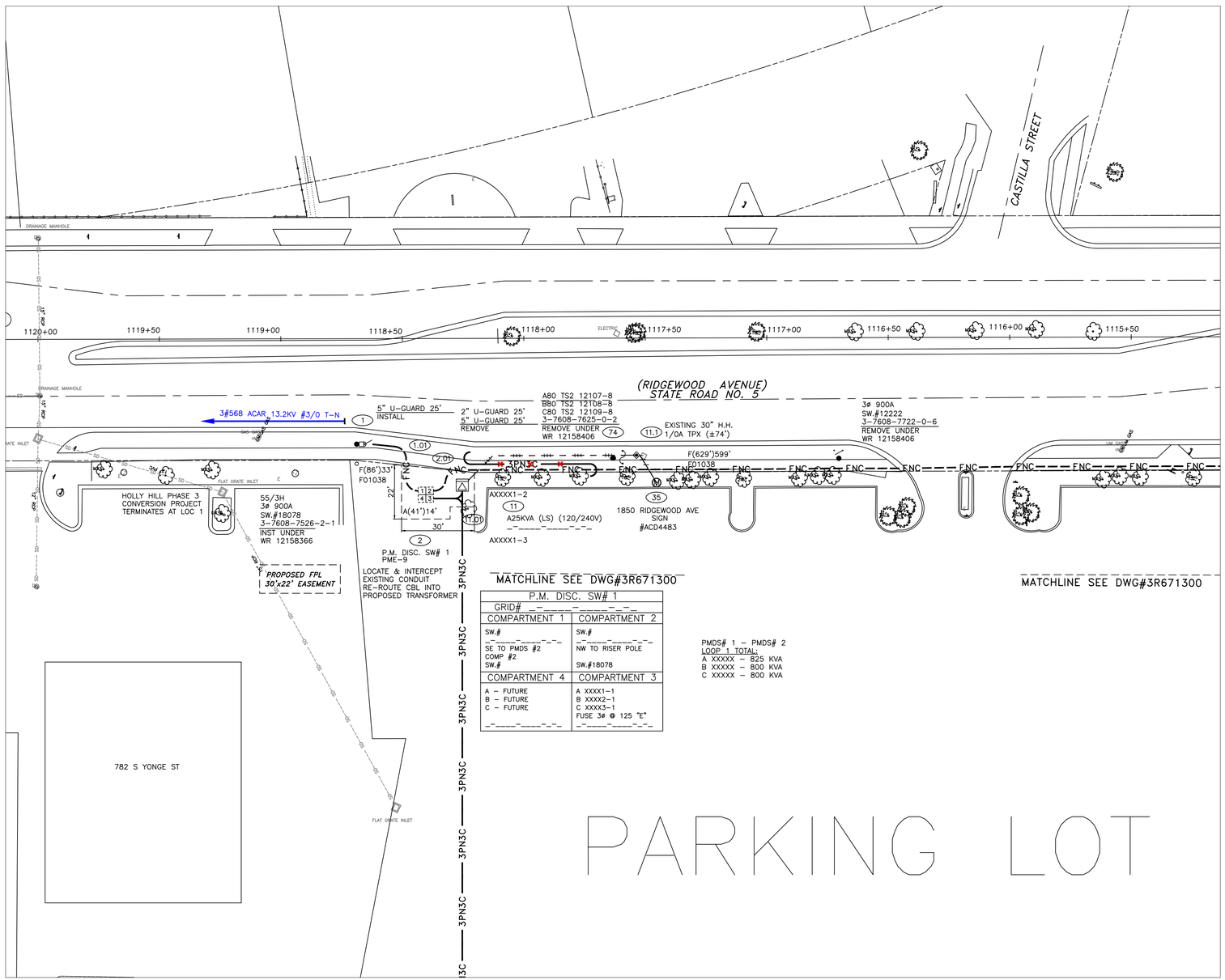
M/A: CF
HOLLY HILL CONV. PH3 OH2UG
HOLLY HILL
VOLUSIA COUNTY, FL
DWG NO. NOTES 3
WR:12158163 IWR: — —

TWNP: 14 RNG: 32 SEC: 42 QTR: _____

PLOT DATE: 12/20/2024 PLOT TIME: 14:10:15 CAD NAME:

Attachment: Phase 3 FPL Construction Plans Dec 2024 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐

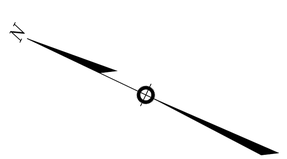


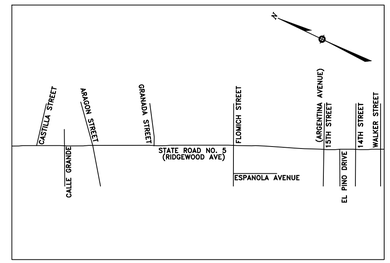
P.M. DISC. SW# 1	
GRID#	
COMPARTMENT 1	COMPARTMENT 2
SW.# SE TO PMDS #2 COMP #2 SW.#	SW.# NW TO RISER POLE SW.#18078
COMPARTMENT 4	COMPARTMENT 3
A – FUTURE B – FUTURE C – FUTURE	A XXXX1–1 B XXXX2–1 C XXXX3–1 FUSE 3ø @ 125 "E"

PMDS# 1 – PMDS# 2
LOOP 1 TOTAL:
A XXXXX – 825 KVA
B XXXXX – 800 KVA
C XXXXX – 800 KVA

MATCHLINE SEE SHEET 4

MATCHLINE SEE SHEET 2





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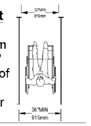

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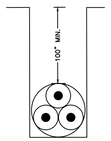
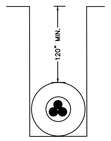
48 HOURS BEFORE YOU DIG

LOCATE MARKINGS COLOR CODE

RED	ELECTRIC	BLUE	WATER
YELLOW	GAS–OIL–STEAM	GREEN	SEWER
PINK	TEMP.SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		



3–2" DUCT WITH 10" REAM



1–6" DUCT WITH 12" REAM

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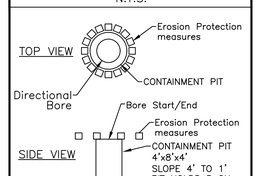
REFERENCE DWG's

BORE PIT DETAIL
N.T.S.



erosion protection measures to be installed surrounding bore/containment pits

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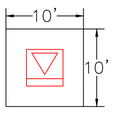

TYPICAL PROPOSED TRANSFORMER LAYOUT:
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- 10' X 10'
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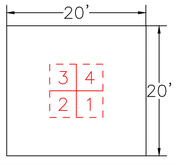
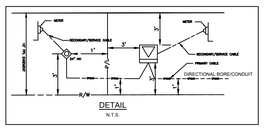


TYPICAL PROPOSED PADMOUNT SWITCH LAYOUT:
- PME SWITCHES
- REQUIRED EASEMENT
- 20'X 20'
- UNLESS OTHERWISE NOTED
- SAME AS OTHER SWITCHGEAR



AS–BUILT COPY		AS–BUILT CREW PRINT		Easement? YES ☒ NO ☐	Survey/Stake? YES ☐ NO ☒	Work with SMO? YES ☐ NO ☒	
Initials	Cert. Date	Foreman's Signature	Date	Tree Work? YES ☐ NO ☒	Designer/Stake? YES ☐ NO ☒	CT/Special Mtr? YES ☐ NO ☒	
Job CERTIFIED COMPLETED as shown on this AS–BUILT print. Material changes shown on ROS.				Map Posting? YES ☒ NO ☐	Trench Feet	Duct Bank Feet	
Supervisor's Signature		Date			PERMIT REQ'D: CITY / DR. DIST. / COUNTY AIR / STATE RD X / FAA; WMD / RR XING / COUNTY RD. / TRANSM.		
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				Posted by	Telephone Request? YES ☐ NO ☒	CATV Request? YES ☐ NO ☒	
Foreman's Signature		Date					

FPL

DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY–0964

0 10 20 40 FEET

M/A: CF
HOLLY HILL CONV. PH3 OH2UG
HOLLY HILL
VOLUSIA COUNTY, FL

DWG NO. (1) of (16)
WR:12258163 IWR: — —

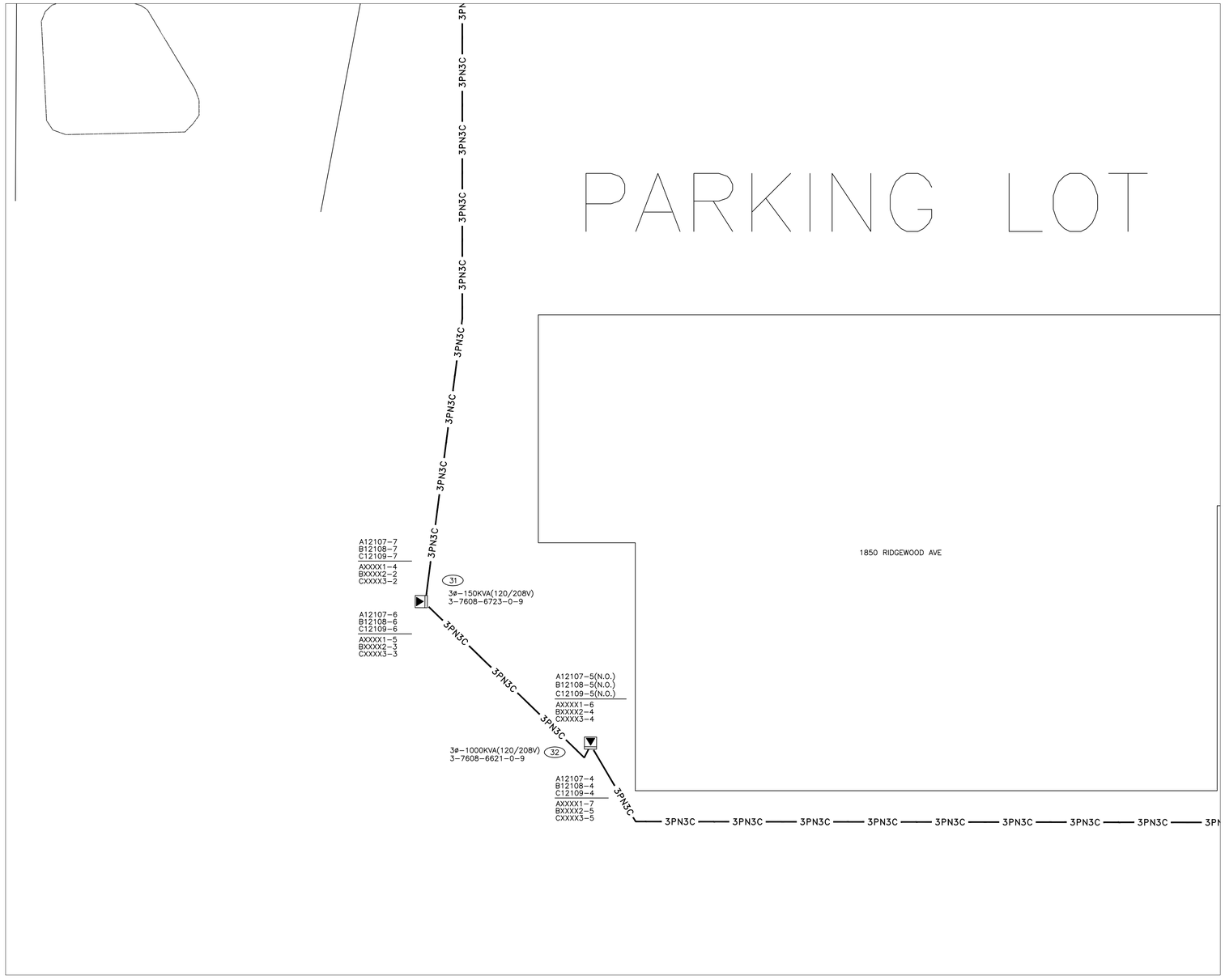
TWNP:14 RNG:32 SEC:42 QTR:

PLOT DATE: 12/20/2024 PLOT TIME: 14:10:21 CAD NAME:

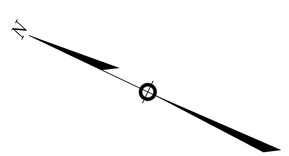
Attachment: Phase 3 FPL Construction Plans Dec 2024 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

MATCHLINE SEE SHEET 1

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐



MATCHLINE SEE SHEET 5



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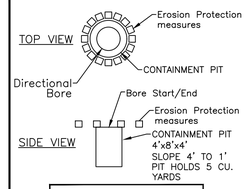

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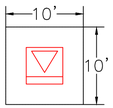

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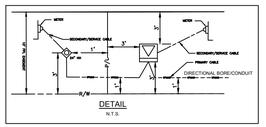

AS-BUILT COPY		AS-BUILT CREW PRINT		Easement? YES ☒ NO ☐	Survey/Stake? YES ☐ NO ☒	Work with SMO? YES ☐ NO ☒	
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Foreman's Signature	Date						

FPL

DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY-0964

0 10 20 40
FEET

M/A: CF
HOLLY HILL CONV. PH3 OH2UG
HOLLY HILL
VOLUSIA COUNTY, FL

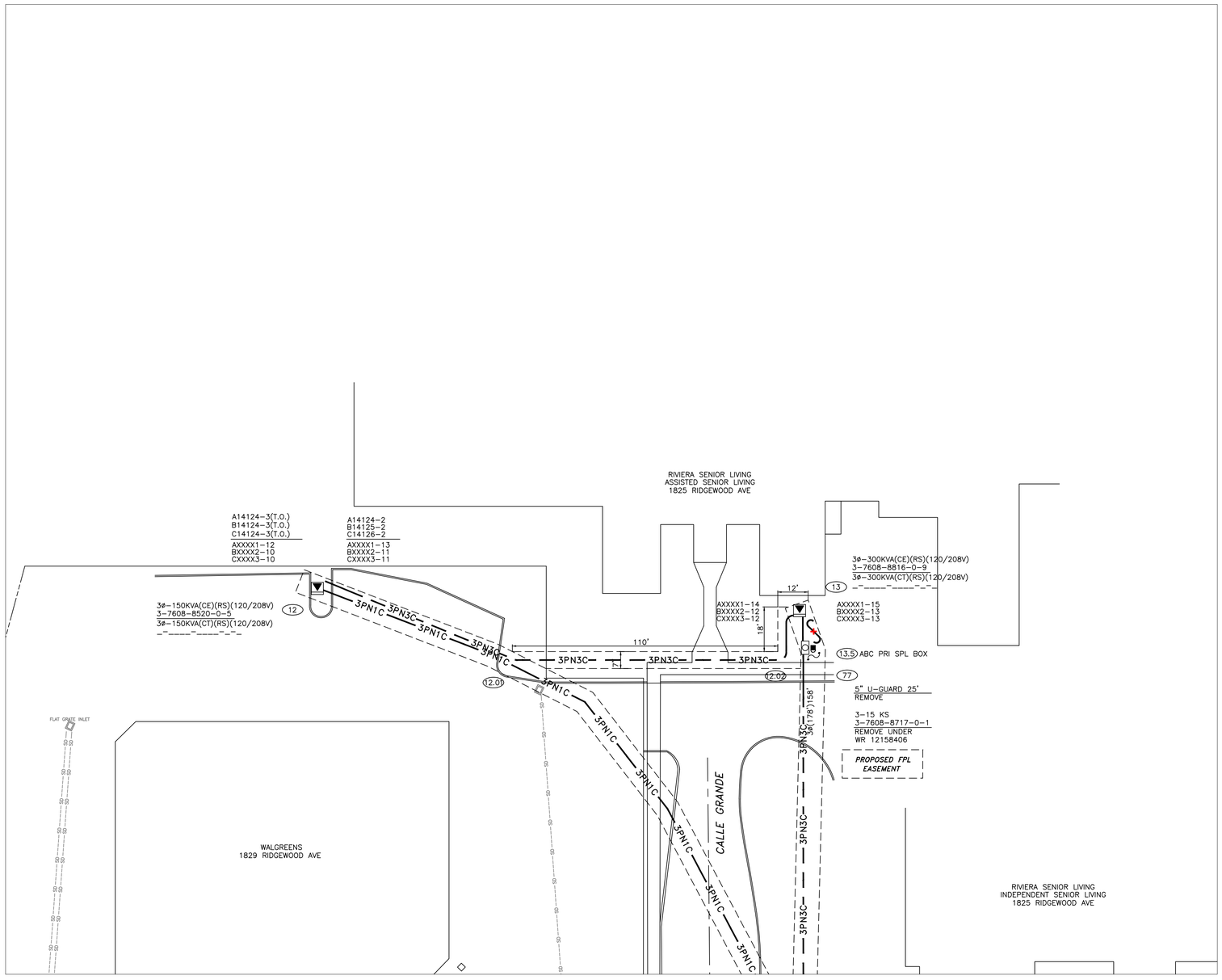
DWG NO. (2) of (16)
WR: 12158163 IWR: — —

TWNP: 14 RNG: 32 SEC: 42 QTR: _____

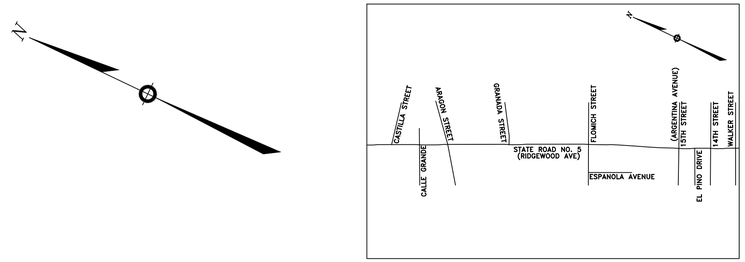
PLOT DATE: 12/20/2024 PLOT TIME: 14:10:26 CAD NAME:

Attachment: Phase 3 FPL Construction Plans Dec 2024 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐



MATCHLINE SEE SHEET 4



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48 HOURS BEFORE YOU DIG

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RED	ELECTRIC	BLUE	WATER
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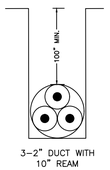
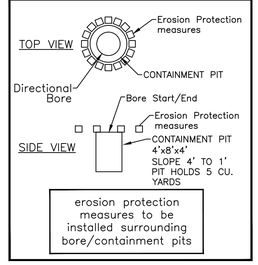


3-2" DUCT WITH 10" REAM

BORE PIT DETAIL
N.T.S.



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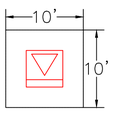

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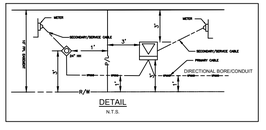

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DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY-0964

0 10 20 40 FEET

M/A: CF
HOLLY HILL CONV. PH3 OH2UG
HOLLY HILL
VOLUSIA COUNTY, FL

DWG NO. (3) of (16)
WR:12158163 IWR: — —

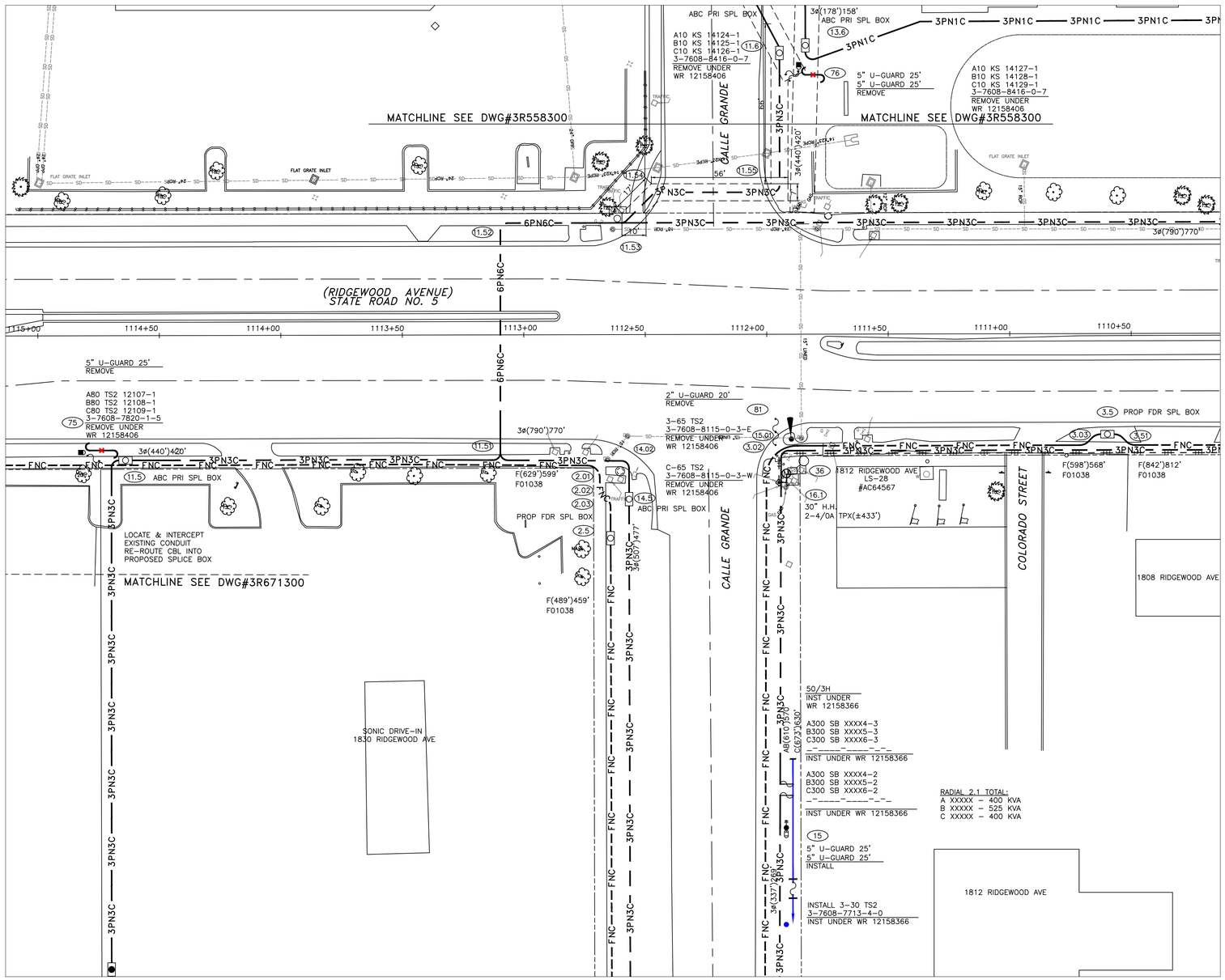
TWNP:14 RNG:32 SEC:42 QTR:

PLOT DATE: 12/20/2024 PLOT TIME: 14:10:31 CAD NAME:

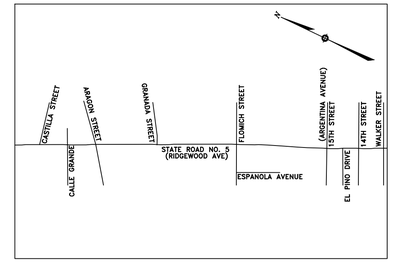
Attachment: Phase 3 FPL Construction Plans Dec 2024 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

MATCHLINE SEE SHEET 3

INACCESSIBLE ☒ 13KV FUTURE 23KV 23KV SALT SPRAY



MATCHLINE SEE SHEET 5



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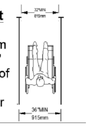

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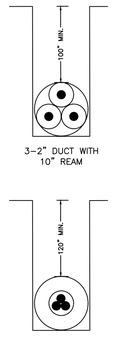

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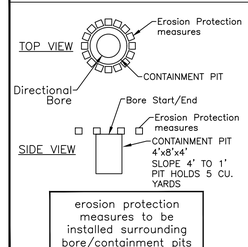

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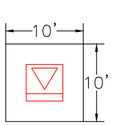

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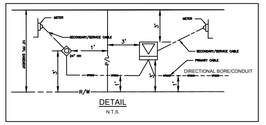

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FPL

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DATE	12/20/24
MAP NO.	DY-0964

0 10 20 40 FEET

M/A: CF
HOLLY HILL CONV. PH3 OH2UG
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MATCHLINE SEE SHEET 2

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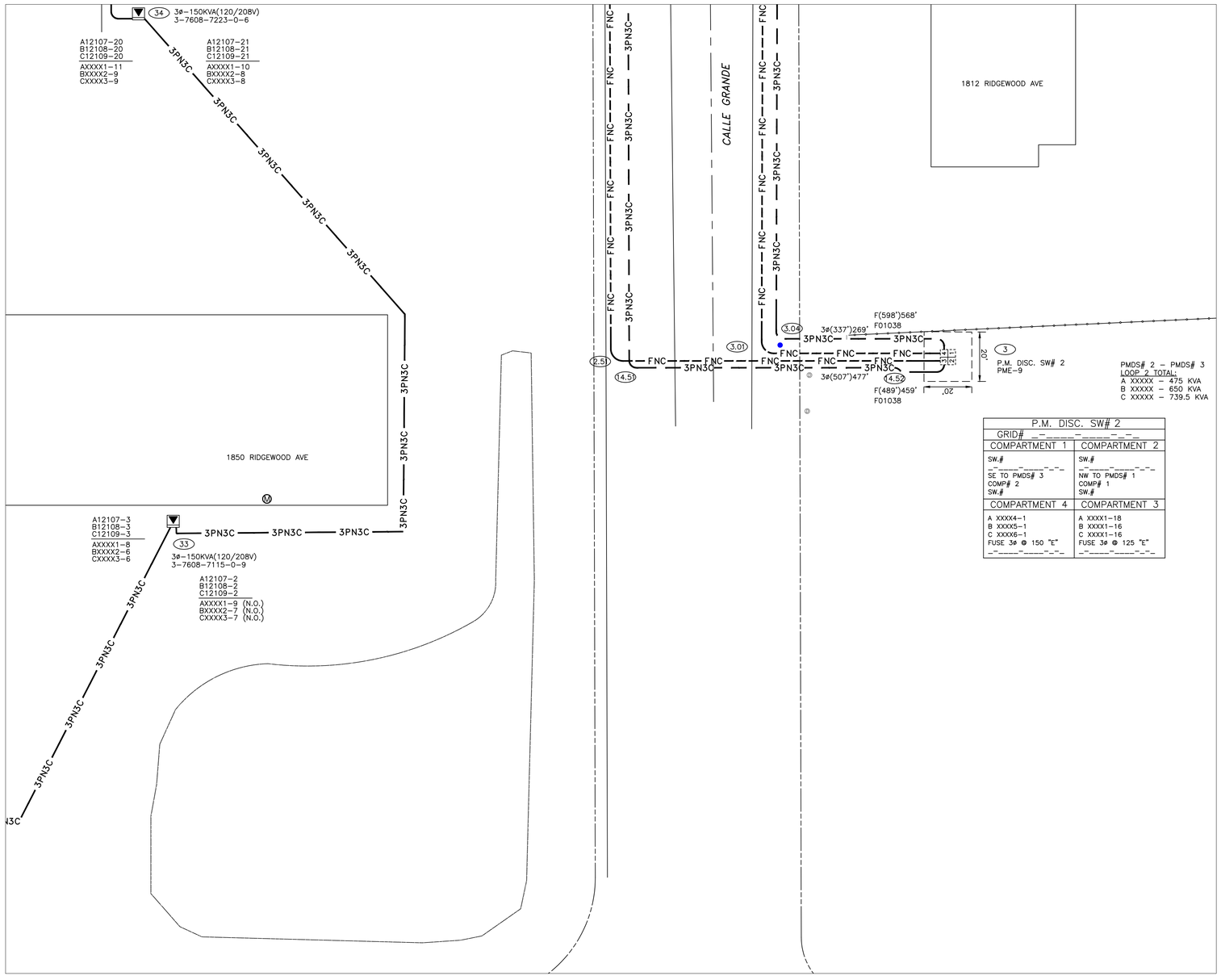
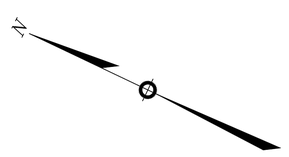
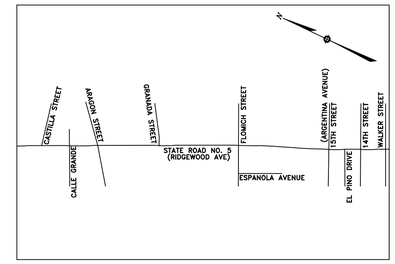


P.M. DISC. SW# 2	
GRID# _ _ _ _ _ _ _ _ _ _	
COMPARTMENT 1	COMPARTMENT 2
SW.# _ _ _ _ _ _ _ _ _ _ SE TO PMDS# 3 COMP# 2 SW.#	SW.# _ _ _ _ _ _ _ _ _ _ NW TO PMDS# 1 COMP# 1 SW.#
COMPARTMENT 4	COMPARTMENT 3
A XXXX4-1 B XXXX5-1 C XXXX6-1 FUSE 3ø @ 150 "E"	A XXXX1-18 B XXXX1-16 C XXXX1-16 FUSE 3ø @ 125 "E"





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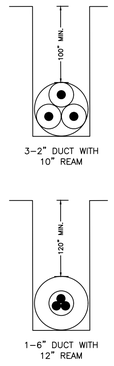

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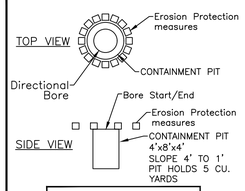

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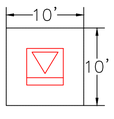

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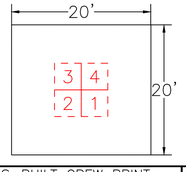

TYPICAL PROPOSED PADMOUNT SWITCH LAYOUT:
- PME SWITCHES
- REQUIRED EASEMENT
- 20'X 20'
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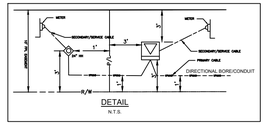
- SAME AS OTHER SWITCHGEAR



PRELIMINARY

TWNP:14 RNG:32 SEC:42 QTR:_____

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Initials / Cert. Date	Foreman's Signature / Date
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	PERMIT REQ'D: CITY ☐ DR. DIST. ☐ COUNTY AIR ☐ STATE RD X ☐ FAA ☐ WMD ☐ RR XING ☐ COUNTY RD. ☐ TRANSM. ☐		
Posted by	Telephone Request? YES ☐ NO ☒	CATV Request? YES ☐ NO ☒	

DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY-0964

0 10 20 40 FEET

M/A: CF
HOLLY HILL CONV. PH3 OH2UG
HOLLY HILL
VOLUSIA COUNTY, FL

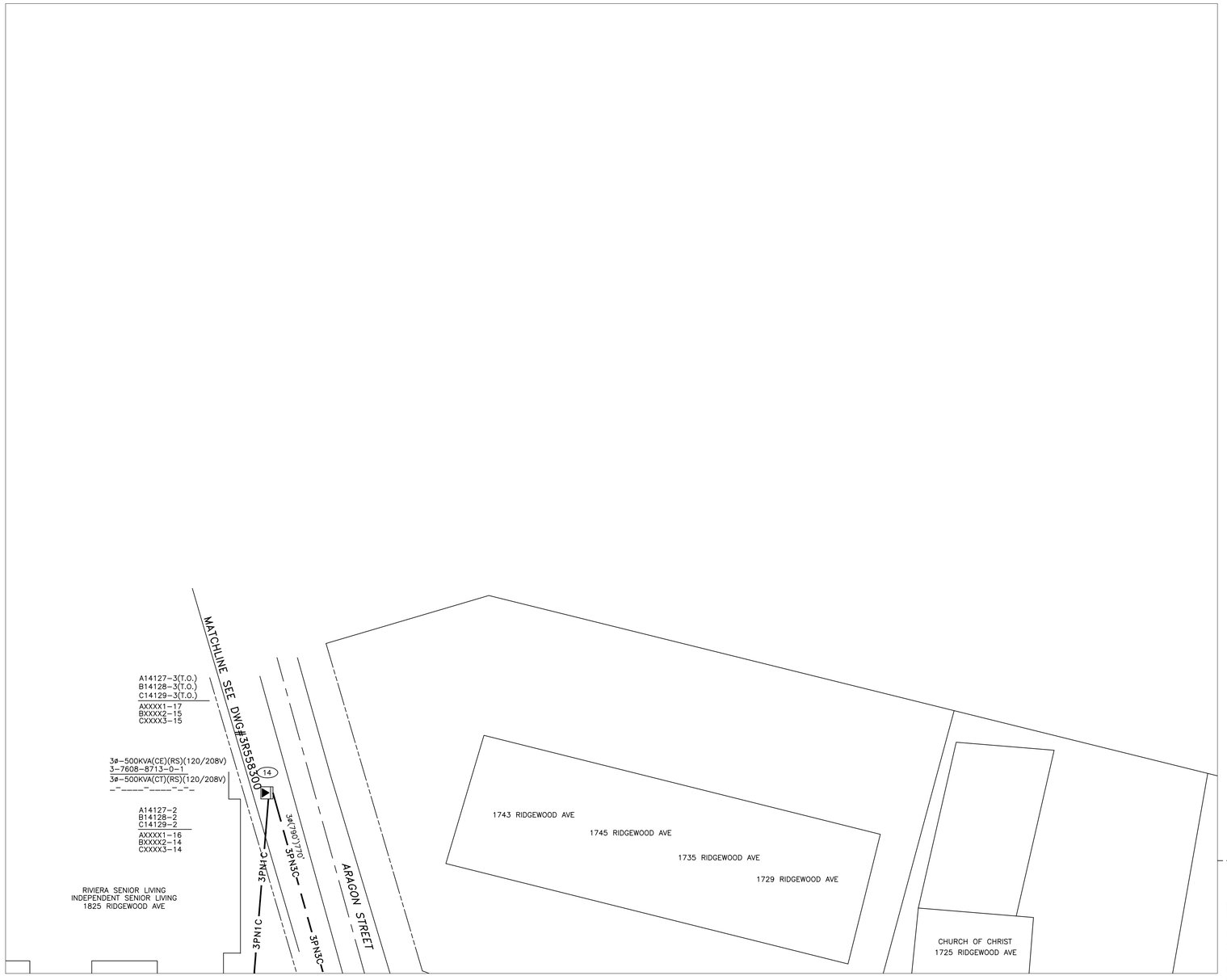
DWG NO. (5) of (16)
WR:12158163 IWR: — —

PLOT DATE: 12/20/2024 PLOT TIME: 14:10:41 CAD NAME:

Attachment: Phase 3 FPL Construction Plans Dec 2024 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐

MATCHLINE SEE SHEET 3



MATCHLINE SEE SHEET 7

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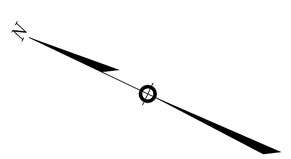

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48 HOURS BEFORE YOU DIG

LOCATE MARKINGS COLOR CODE

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YELLOW	GAS-OIL-STEAM	GREEN	SEWER
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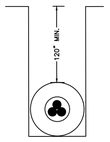

1-6" DUCT WITH 12" REAM

BORE PIT DETAIL
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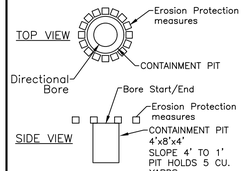

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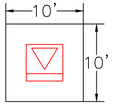

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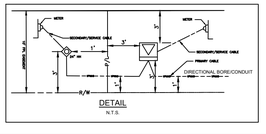

DETAIL
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AS-BUILT COPY		AS-BUILT CREW PRINT	
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Posted by

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FPL

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DRAWN BY	A. VOZZA
DATE	12/20/24
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MATCHLINE SEE SHEET 6

MATCHLINE SEE SHEET 4

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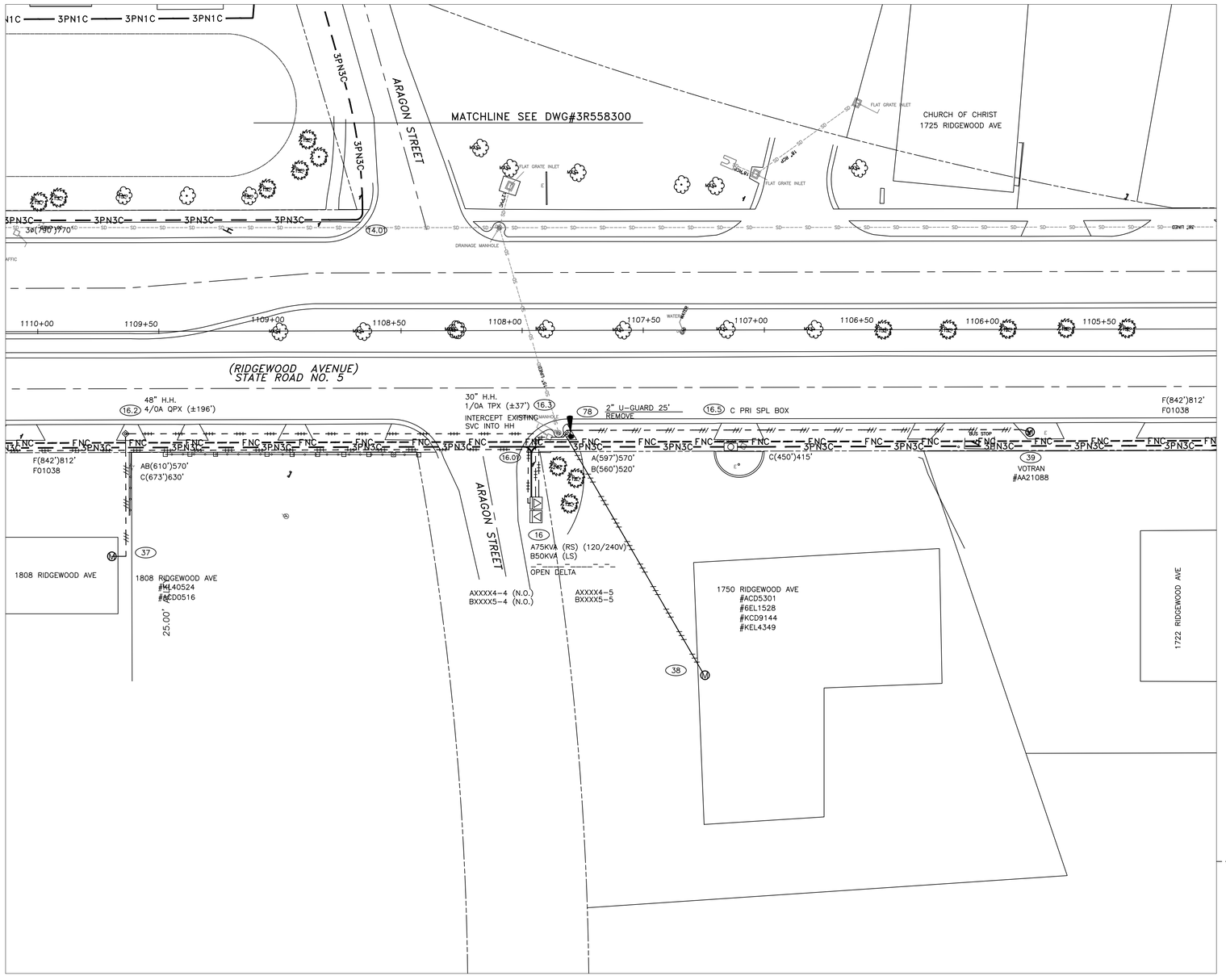

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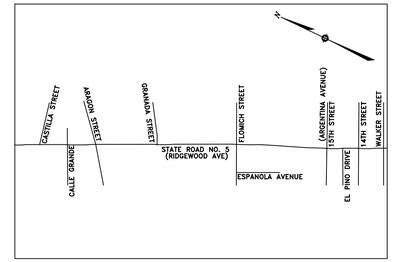

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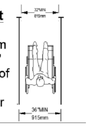

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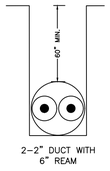

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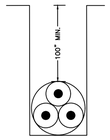

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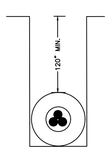

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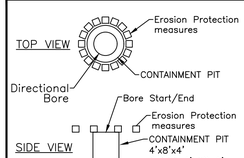

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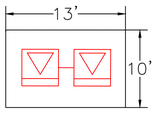

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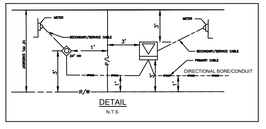

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MATCHLINE SEE SHEET 9

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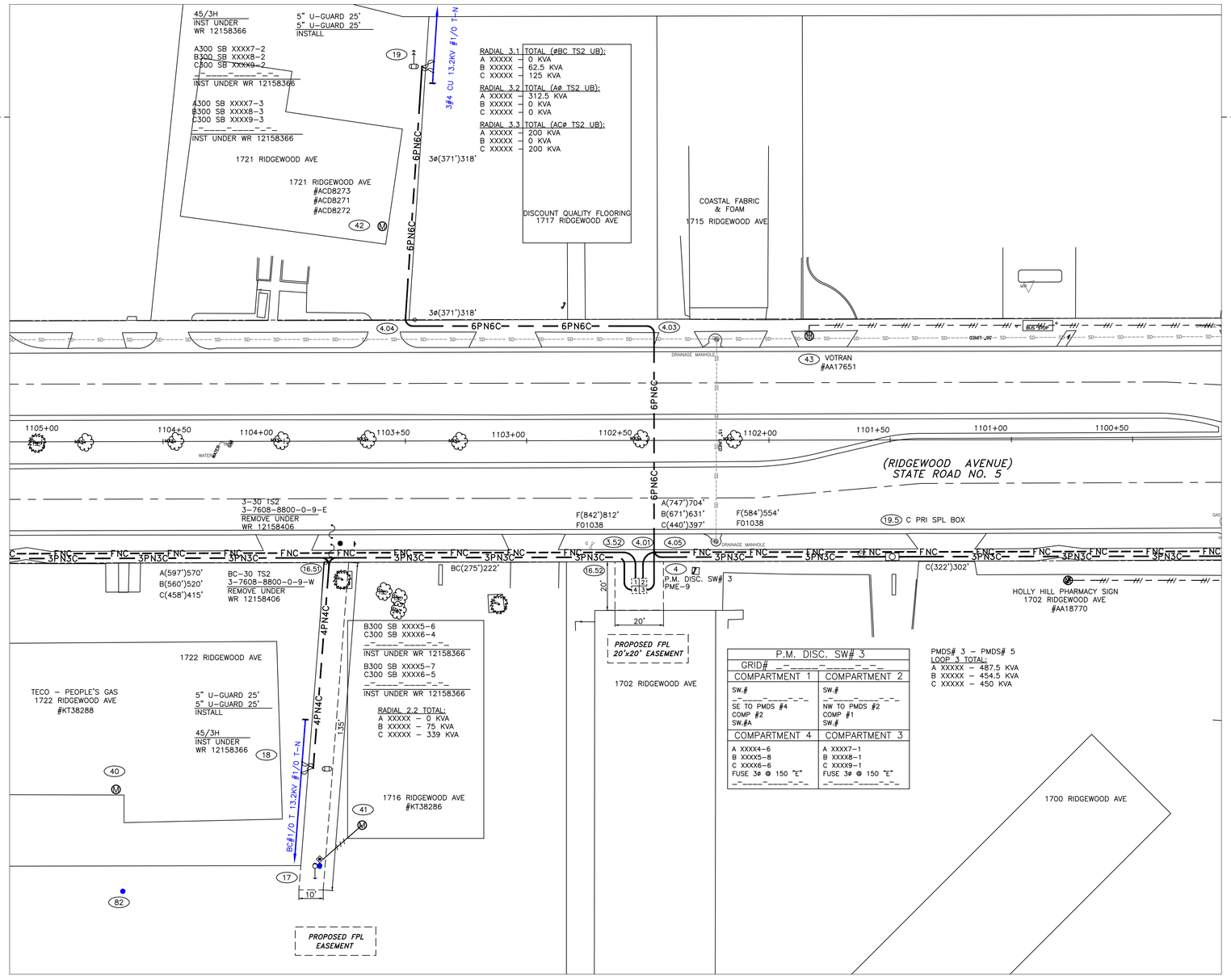

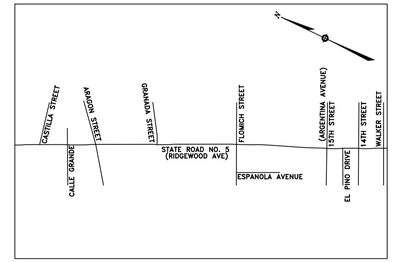

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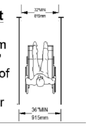
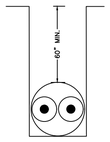


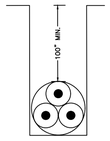
CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG

LOCATE MARKINGS COLOR CODE

RED	ELECTRIC	BLUE	WATER
YELLOW	GAS–OIL–STEAM	GREEN	SEWER
PINK	TEMP.SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		



2–2" DUCT WITH 6" REAM



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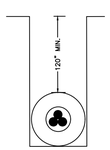

1–6" DUCT WITH 12" REAM

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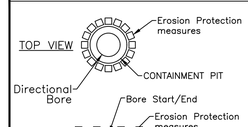
REFERENCE DWG's

BORE PIT DETAIL
N.T.S.



erosion protection measures to be installed surrounding bore/containment pits

PRELIMINARY

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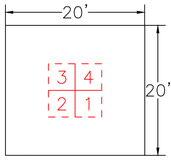
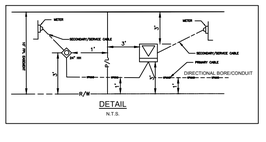


TYPICAL PROPOSED PADMOUNT SWITCH LAYOUT:
- PME SWITCHS
- REQUIRED EASEMENT
- 20'X 20'
- UNLESS OTHERWISE NOTED
- SAME AS OTHER SWITCHGEAR



TWNP: 14 RNG: 32 SEC: 42 QTR:

AS–BUILT COPY	AS–BUILT CREW PRINT
Initials / Cert. Date	Foreman's Signature / Date
Job CERTIFIED COMPLETED as shown on this AS–BUILT print. Material changes shown on ROS.	
Supervisor's Signature / Date	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.	
Foreman's Signature / Date	

Easement?	YES ☒ NO ☐	Survey/Stake?	YES ☐ NO ☒	Work with SMO?	YES ☐ NO ☒
Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☒	CT/Special Mtr?	YES ☐ NO ☒
Map Posting?	YES ☒ NO ☐	Trench Feet		Duct Bank Feet	
		PERMIT REQ'D: CITY	DR. DIST.	COUNTY AIR	STATE RD X / FAA
		WMD	RR XING	COUNTY RD.	TRANSM.
Posted by		Telephone Request? YES ☐ NO ☒		CATV Request? YES ☐ NO ☒	

DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY–0964

0 10 20 40 FEET

M/A: CF
HOLLY HILL CONV. PH3 OH2UG
HOLLY HILL
VOLUSIA COUNTY, FL

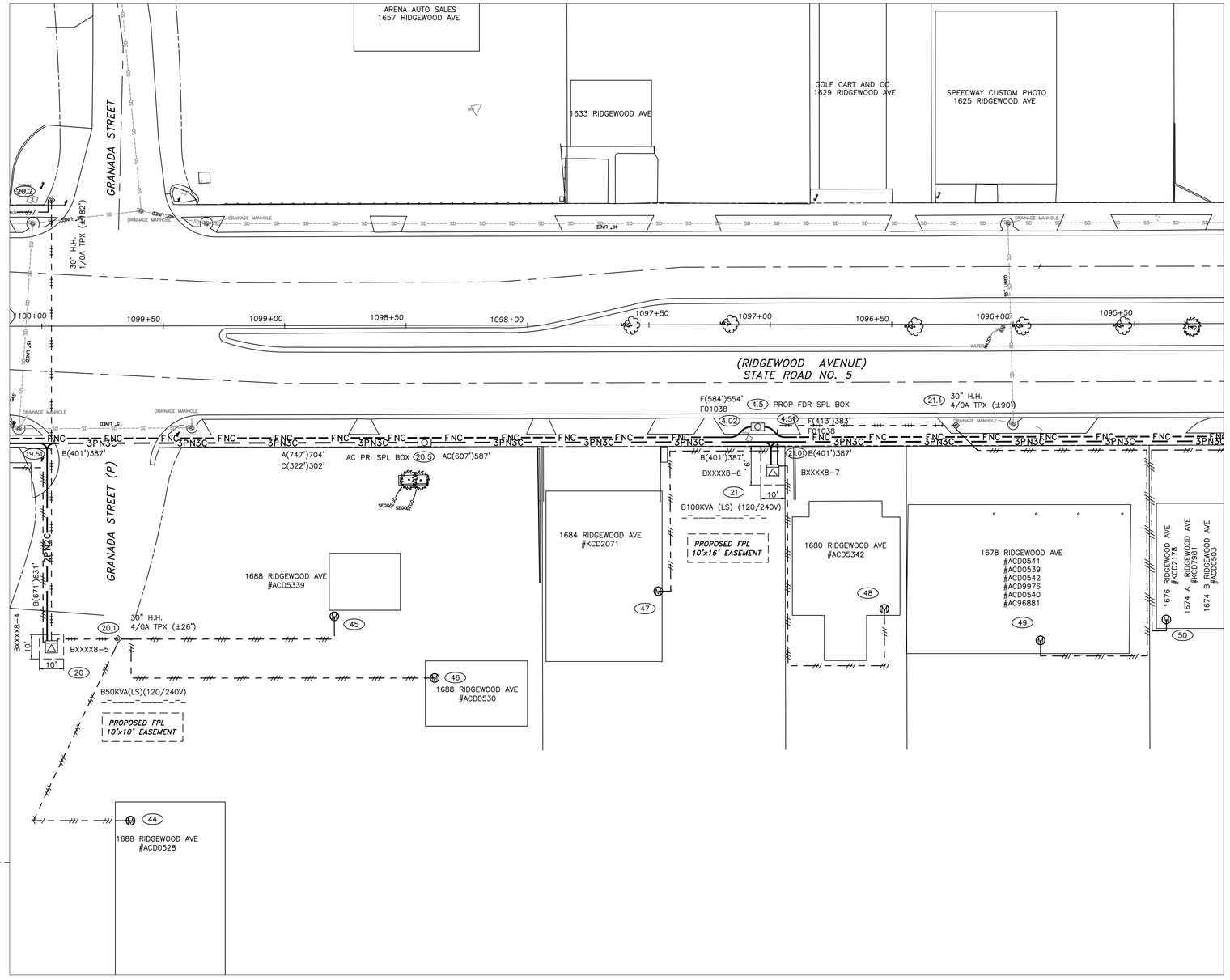
DWG NO. (8) of (16)
WR: 12158163 IWR: — —

PLOT DATE: 12/20/2024 PLOT TIME: 14:10:56 CAD NAME:

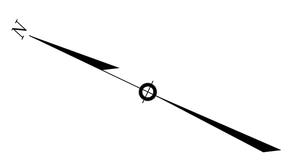
Attachment: Phase 3 FPL Construction Plans Dec 2024 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

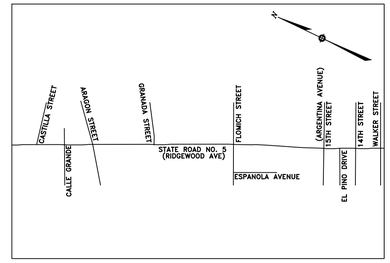
☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐

MATCHLINE SEE SHEET 8



MATCHLINE SEE SHEET 10





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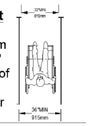

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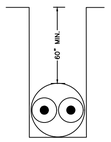

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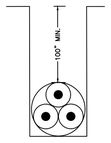

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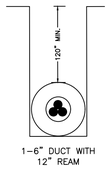

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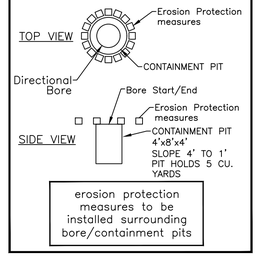
N.T.S.



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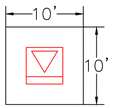
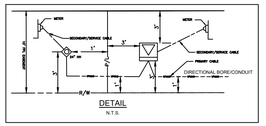


TYPICAL PROPOSED TRANSFORMER LAYOUT:
- SINGLE PHASE REQUIRED EASEMENT
- 10' X 10'
- UNLESS OTHERWISE NOTED



PRELIMINARY

TWNP: 14 RNG: 32 SEC: 42 QTR: _____

AS–BUILT COPY	AS–BUILT CREW PRINT		Easement?	YES ☒ NO ☐	Survey/Stake?	YES ☐ NO ☒	Work with SMO?	YES ☐ NO ☒
Initials / Cert. Date	Foreman's Signature / Date		Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☒	CT/Special Mtr?	YES ☐ NO ☒
Job CERTIFIED COMPLETED as shown on this AS–BUILT print. Material changes shown on ROS.			Map Posting?	YES ☒ NO ☐	Trench Feet		Duct Bank Feet	
Supervisor's Signature / Date					PERMIT REQ'D: CITY / DR. DIST. / COUNTY AIR / STATE RD X / FAA; WMD / RR XING / COUNTY RD. / TRANSM.			
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.			Posted by		Telephone Request? YES ☐ NO ☒		CATV Request? YES ☐ NO ☒	
Foreman's Signature / Date								

FPL

DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY–0964

0 10 20 40 FEET

M/A: CF
HOLLY HILL CONV. PH3 OH2UG
HOLLY HILL
VOLUSIA COUNTY, FL

DWG NO. (9) of (16)
WR: 12158163 IWR: — —

PLOT DATE: 12/20/2024 PLOT TIME: 14:11:01 CAD NAME:

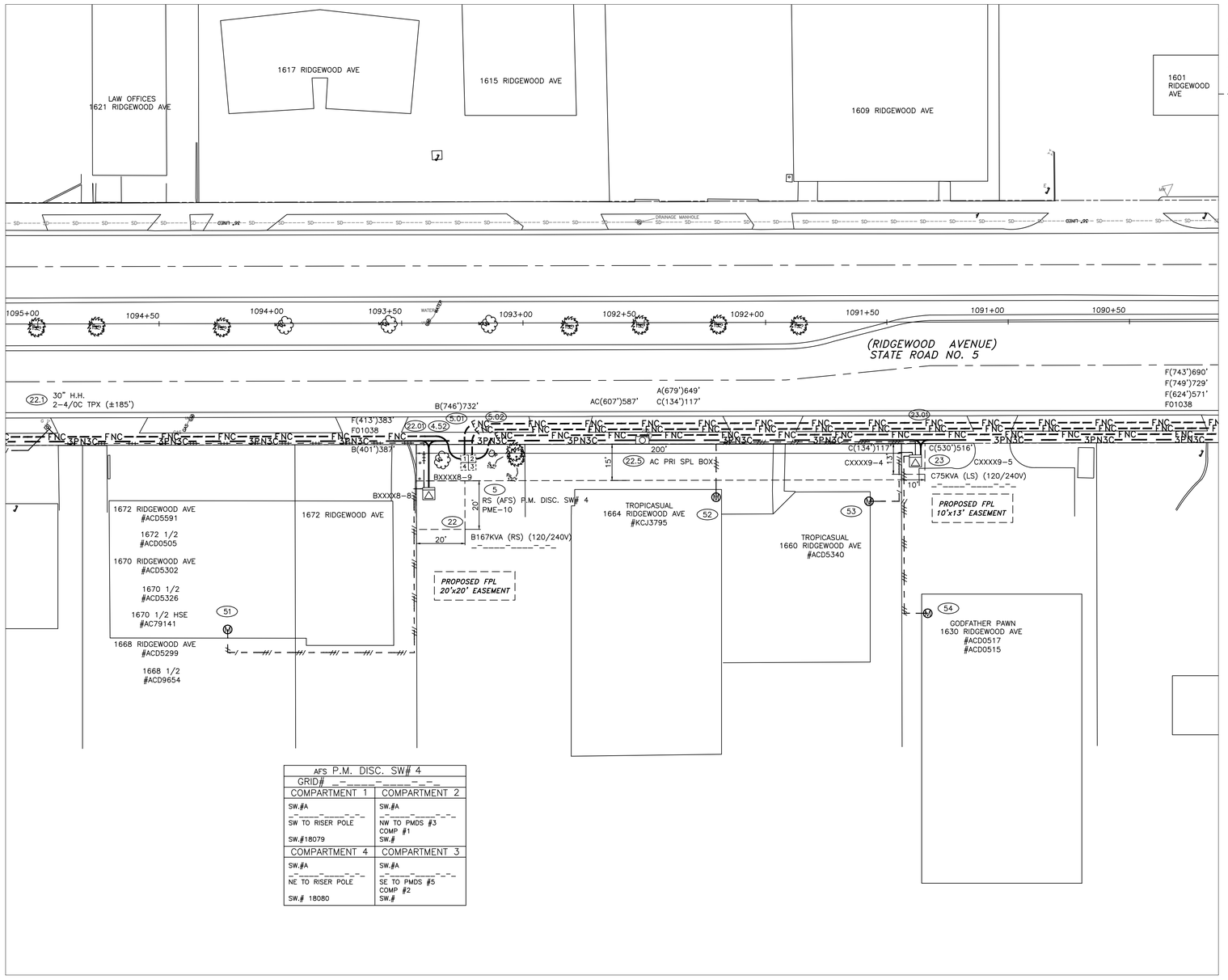
Attachment: Phase 3 FPL Construction Plans Dec 2024 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

MATCHLINE SEE SHEET 9

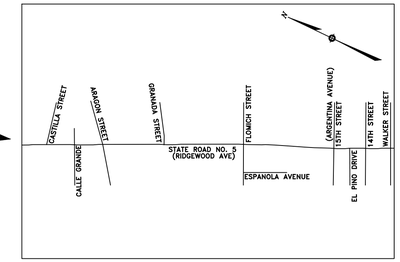
MATCHLINE SEE SHEET 12

MATCHLINE SEE SHEET 11

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐



AFS P.M. DISC. SW# 4	
GRID#	
COMPARTMENT 1	COMPARTMENT 2
SW.#A SW TO RISER POLE SW.#18079	SW.#A NW TO PMDS #3 COMP #1 SW.#
COMPARTMENT 4	COMPARTMENT 3
SW.#A NE TO RISER POLE SW.# 18080	SW.#A SE TO PMDS #5 COMP #2 SW.#



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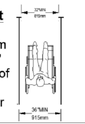

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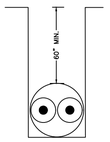

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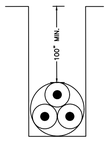

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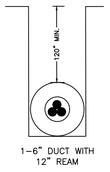

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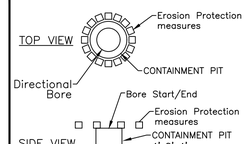

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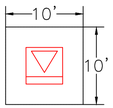

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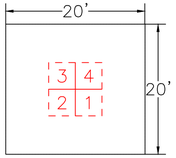
- REQUIRED EASEMENT
- 10' X 10'
- UNLESS OTHERWISE NOTED



TYPICAL PROPOSED PADMOUNT SWITCH LAYOUT:
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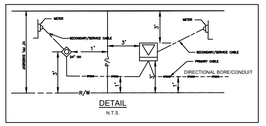
- 20'X 20'
- UNLESS OTHERWISE NOTED
- SAME AS OTHER SWITCHGEAR



AS-BUILT COPY	AS-BUILT CREW PRINT		Easement? YES ☒ NO ☐	Survey/Stake? YES ☐ NO ☒	Work with SMO? YES ☐ NO ☒	DESIGNED BY	A. VOZZA
Initials Cert. Date	Foreman's Signature Date		Tree Work? YES ☐ NO ☒	Designer/Stake? YES ☐ NO ☒	CT/Special Mtr? YES ☐ NO ☒	DRAWN BY	A. VOZZA
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.			Map Posting? YES ☒ NO ☐	Trench Feet	Duct Bank Feet	DATE	12/20/24
Supervisor's Signature Date				PERMIT REQ'D: CITY / DR. DIST. / COUNTY AIR / STATE RD X / FAA; WMD / RR XING / COUNTY RD. / TRANSM.		MAP NO.	DY-0964
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.			Posted by	Telephone Request? YES ☐ NO ☒	CATV Request? YES ☐ NO ☒	0 10 20 40 FEET	
Foreman's Signature Date						DWG NO.	(10) of (16)
						WR: 12158163	IWR: — —

M/A: CF
HOLLY HILL CONV. PH3 OH2UG
HOLLY HILL
VOLUSIA COUNTY, FL

TWNP: 14 RNG: 32 SEC: 42 QTR: _____

PLOT DATE: 12/20/2024 PLOT TIME: 14:11:06 CAD NAME:

Attachment: Phase 3 FPL Construction Plans Dec 2024 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

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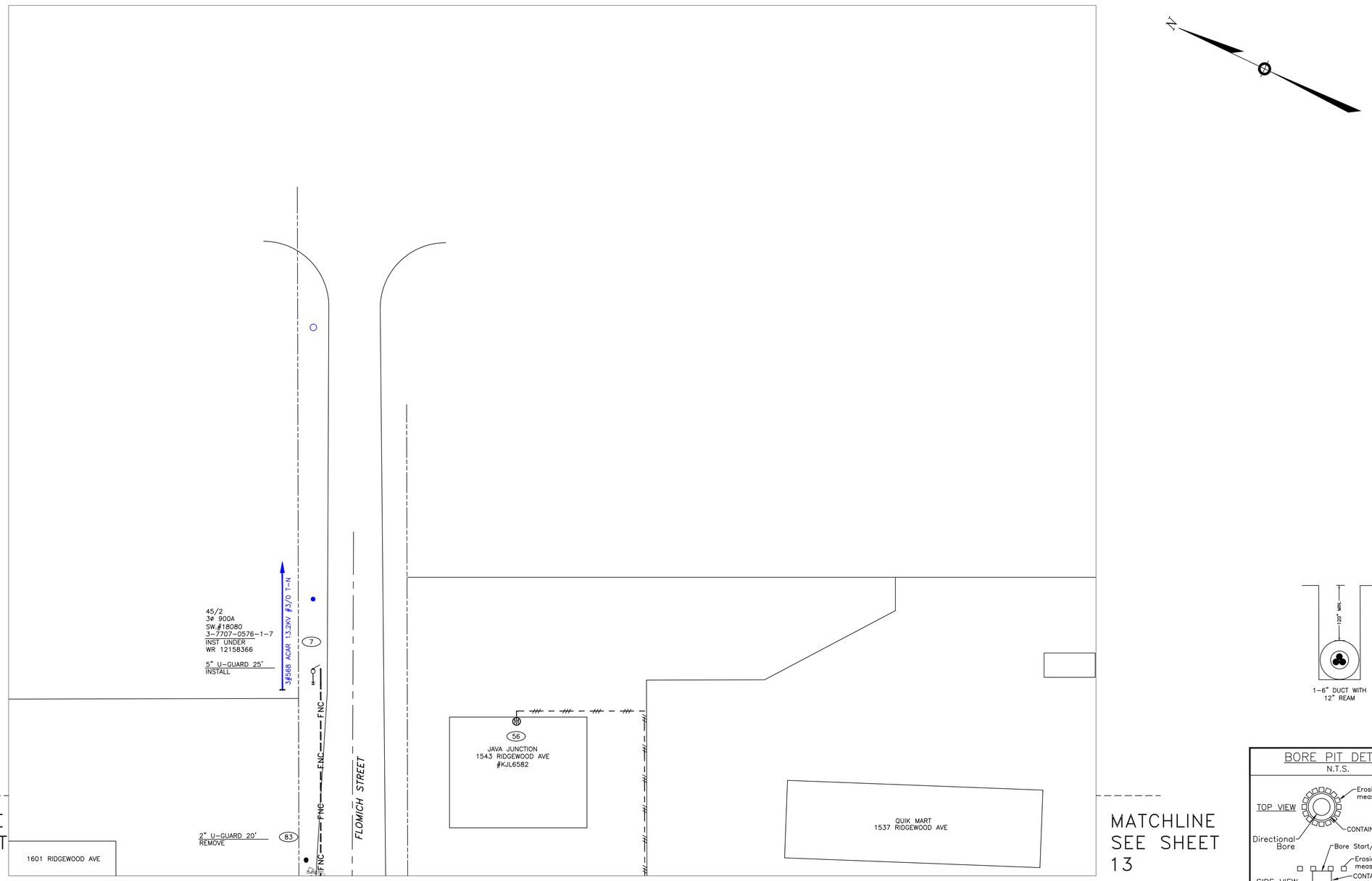

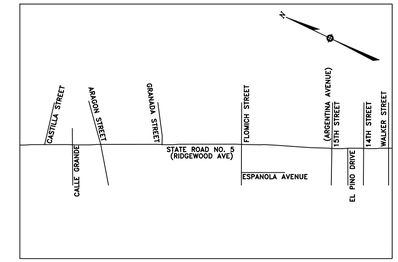

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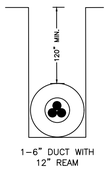

1-6" DUCT WITH 12" REAM

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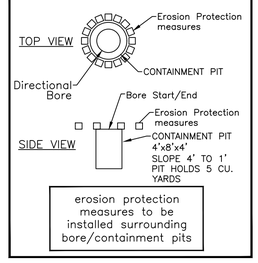

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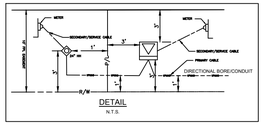

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Easement? YES ☒ NO ☐
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Map Posting? YES ☒ NO ☐
Posted by

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Designer/Stake? YES ☐ NO ☒
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Duct Bank Feet
Work with SMO? YES ☐ NO ☒
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PERMIT REQ'D: CITY ☐ DR. DIST. ☐ COUNTY AIR ☐ STATE RD X ☐ FAA ☐ WMD ☐ RR XING ☐ COUNTY RD. ☐ TRANSM. ☐

Telephone Request? YES ☐ NO ☒ CATV Request? YES ☐ NO ☒

DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY-0964

0 10 20 40 FEET

M/A: CF
HOLLY HILL CONV. PH3 OH2UG
HOLLY HILL
VOLUSIA COUNTY, FL

DWG NO. (11) of (16)
WR: 12158163 IWR: — —

PLOT DATE: 12/20/2024 PLOT TIME: 14:11:11 CAD NAME:

Attachment: Phase 3 FPL Construction Plans Dec 2024 (2025-R-1 ; CRA - FPL Overhead to Underground Phase 3 Approval)

MATCHLINE SEE SHEET 11

MATCHLINE SEE SHEET 10

MATCHLINE SEE SHEET 13

MATCHLINE SEE SHEET 1

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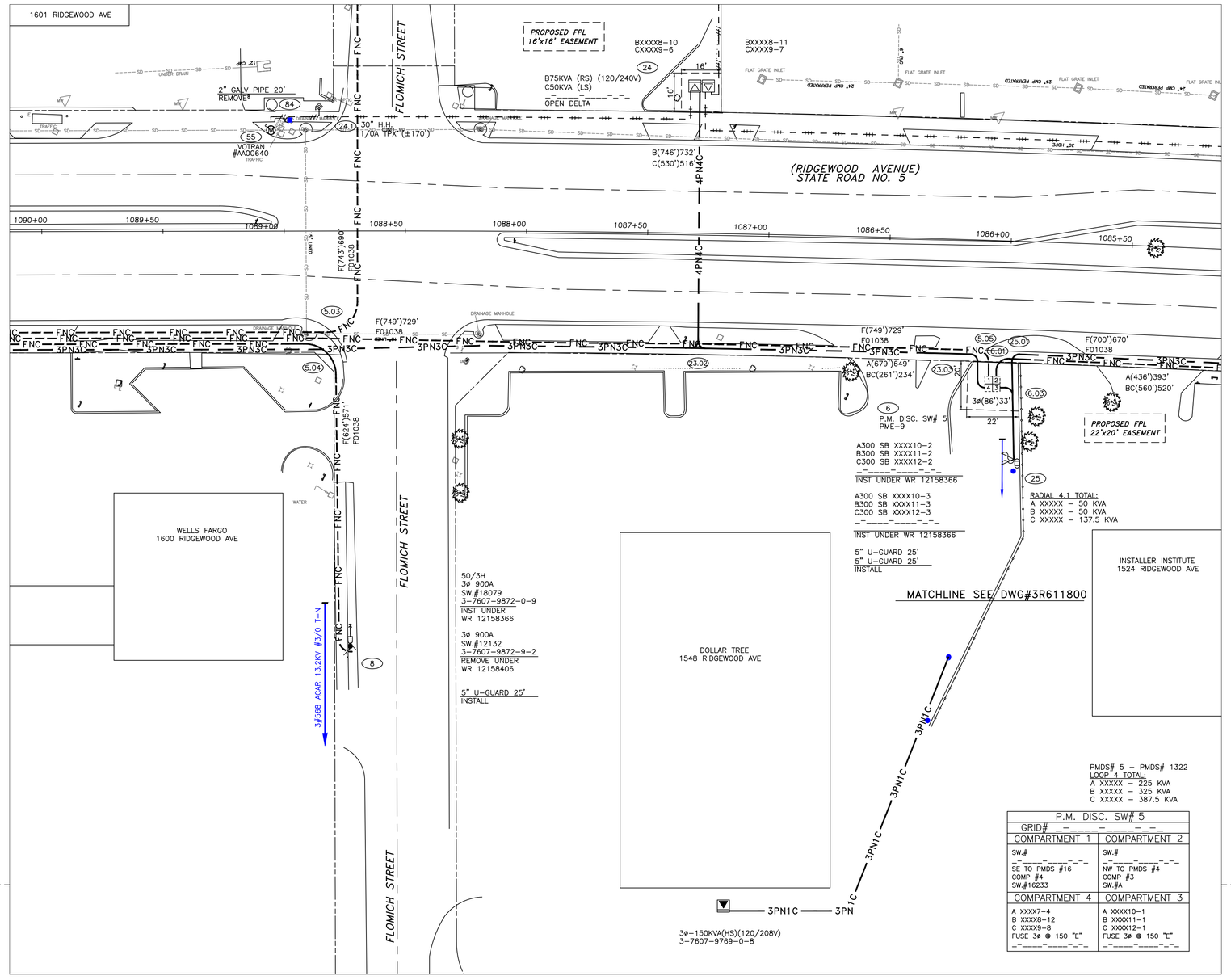

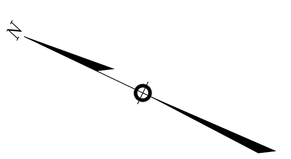

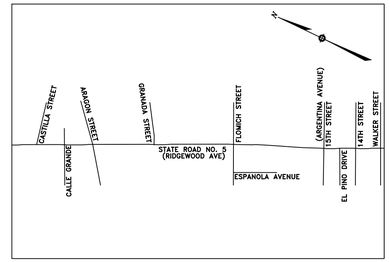

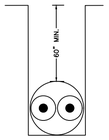

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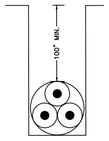

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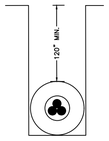

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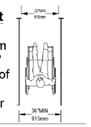

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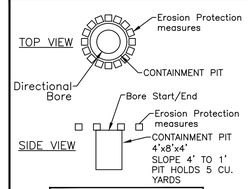

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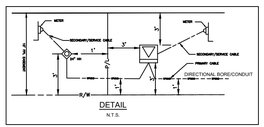

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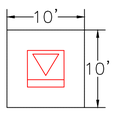

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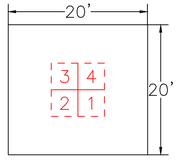
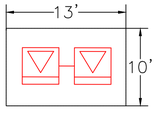


TYPICAL PROPOSED PADMOUNT SWITCH LAYOUT:
- PME SWITCHS
- REQUIRED EASEMENT
- 20'X 20'
- UNLESS OTHERWISE NOTED
- SAME AS OTHER SWITCHGEAR



TYPICAL PROPOSED TRANSFORMER LAYOUT:
- OPEN DELTA
- REQUIRED EASEMENT
- 13' x 10'
- UNLESS OTHERWISE NOTED

PRELIMINARY

TWNP:14 RNG:32 SEC:42 QTR:_____

AS-BUILT COPY Initials / Cert. Date	AS-BUILT CREW PRINT Foreman's Signature / Date		Easement? YES ☒ NO ☐	Survey/Stake? YES ☐ NO ☒	Work with SMO? YES ☐ NO ☒	DESIGNED BY	A. VOZZA
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS. Supervisor's Signature / Date			Tree Work? YES ☐ NO ☒	Designer/Stake? YES ☐ NO ☒	CT/Special Mtr? YES ☐ NO ☒	DRAWN BY	A. VOZZA
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations. Foreman's Signature / Date			Map Posting? YES ☒ NO ☐	Trench Feet	Duct Bank Feet	DATE	12/20/24
				PERMIT REQ'D: CITY / DR. DIST. / COUNTY AIR / STATE RD X / FAA; WMD / RR XING / COUNTY RD. / TRANSM.		MAP NO.	DY-0964
			Posted by	Telephone Request? YES ☐ NO ☒	CATV Request? YES ☐ NO ☒	0 10 20 40 FEET	

M/A: CF
HOLLY HILL CONV. PH3 OH2UG
HOLLY HILL
VOLUSIA COUNTY, FL

DWG NO. (12) of (16)
WR:12158163 IWR: — —

PLOT DATE: 12/20/2024 PLOT TIME: 14:11:16 CAD NAME:

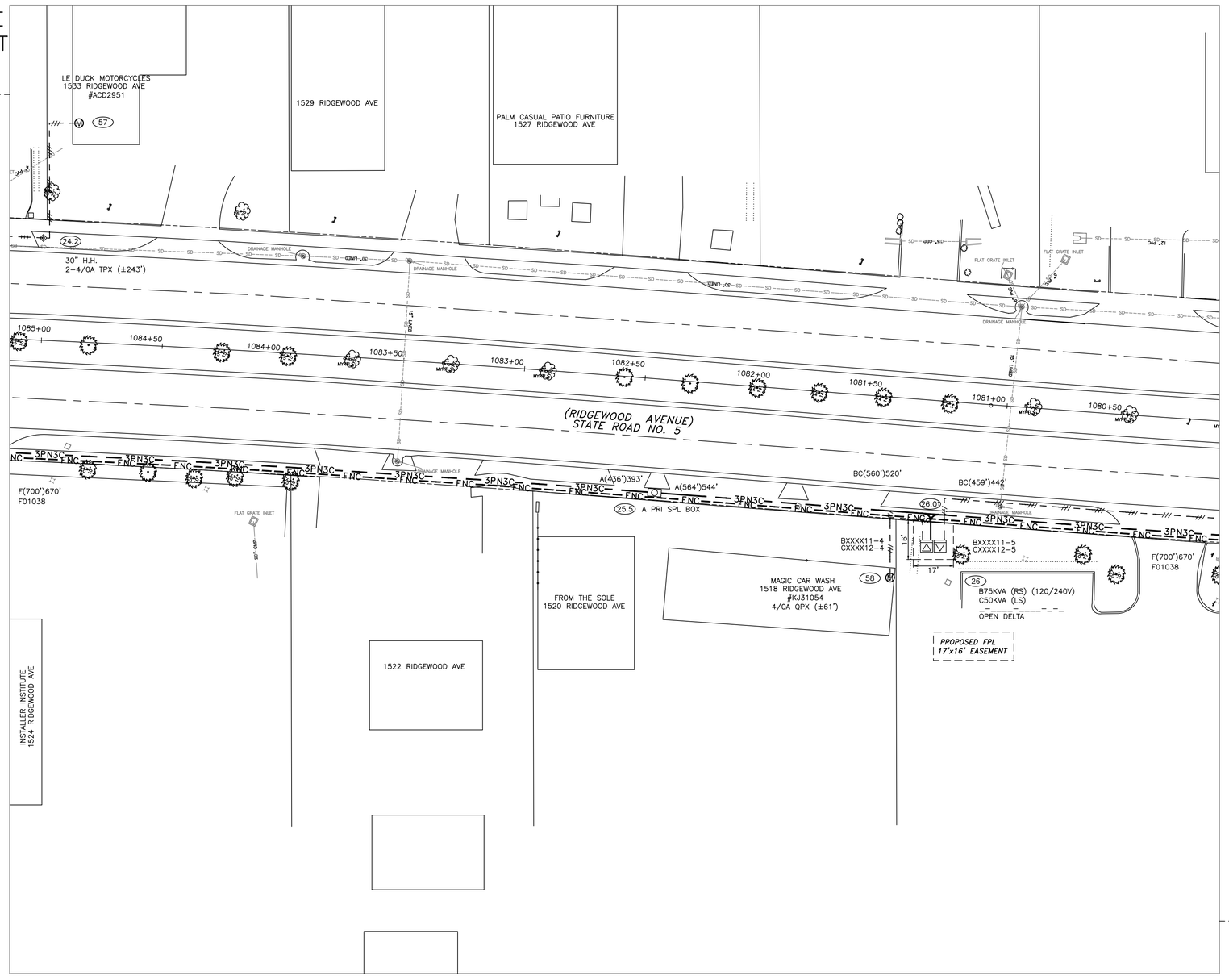
Attachment: Phase 3 FPL Construction Plans Dec 2024 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

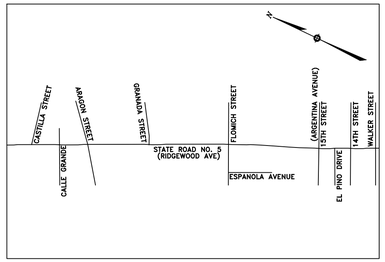
☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐

MATCHLINE SEE SHEET 11

MATCHLINE SEE SHEET 12

MATCHLINE SEE SHEET 14





American Disabilities Act
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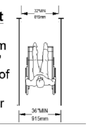
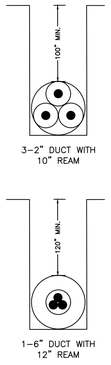


CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG

LOCATE MARKINGS COLOR CODE

RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP.SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		



GENERAL NOTES
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8. ALL PERMIT REQUIREMENTS HAVE TO BE COMPLETED AND HAVE PERMITS ON HAND PRIOR TO CONSTRUCTION.
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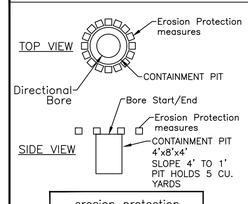
REFERENCE DWG's

BORE PIT DETAIL
N.T.S.



erosion protection measures to be installed surrounding bore/containment pits

PRELIMINARY

ATTENTION

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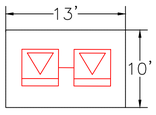

TYPICAL PROPOSED TRANSFORMER LAYOUT:
- OPEN DELTA
- REQUIRED EASEMENT
- 13' × 10'
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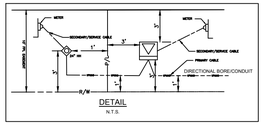

AS-BUILT COPY		AS-BUILT CREW PRINT	
Initials	Cert. Date	Foreman's Signature	Date

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Foreman's Signature — Date

Easement?	YES ☒ NO ☐	Survey/Stake?	YES ☐ NO ☒	Work with SMO?	YES ☐ NO ☒
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Posted by		Telephone Request?	YES ☐ NO ☒	CATV Request?	YES ☐ NO ☒

DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY-0964

0 10 20 40 FEET

M/A: CF
HOLLY HILL CONV. PH3 OH2UG
HOLLY HILL
VOLUSIA COUNTY, FL

DWG NO. (13) of (16)
WR:12158163 IWR: — —

TWNP:14 RNG:32 SEC:42 QTR:

PLOT DATE: 12/20/2024 PLOT TIME: 14:11:21 CAD NAME:

Attachment: Phase 3 FPL Construction Plans Dec 2024 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

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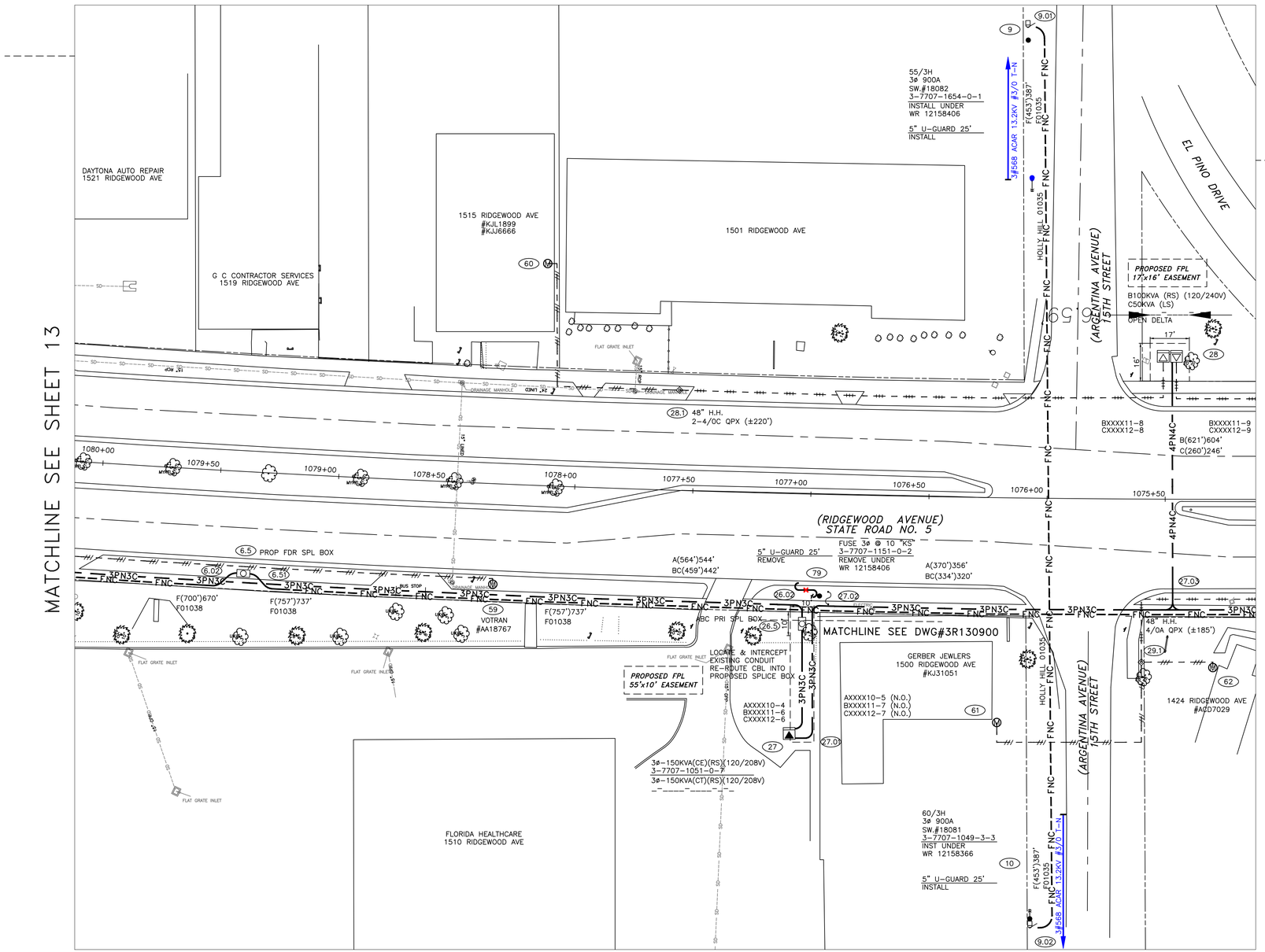

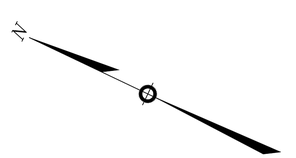

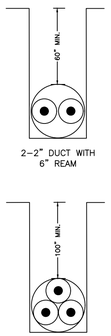

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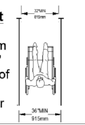

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48 HOURS BEFORE YOU DIG

LOCATE MARKINGS COLOR CODE

RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP.SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

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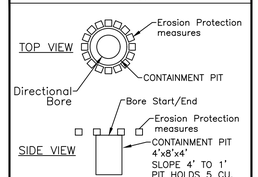

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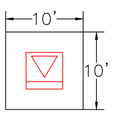
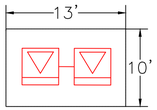


TYPICAL PROPOSED TRANSFORMER LAYOUT:
- SINGLE PHASE
- REQUIRED EASEMENT
- 10' X 10'
- UNLESS OTHERWISE NOTED



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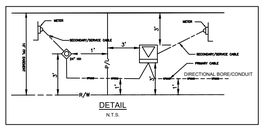

AS-BUILT COPY		AS-BUILT CREW PRINT	
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Supervisor's Signature — Date

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Foreman's Signature — Date

Easement?	YES ☒	NO ☐	Survey/Stake?	YES ☐ NO ☒
Tree Work?	YES ☐	NO ☒	Designer/Stake?	YES ☐ NO ☒
Map Posting?	YES ☒	NO ☐	Trench Feet	
			Duct Bank Feet	
Posted by			Telephone Request?	YES ☐ NO ☒

Work with SMO?	YES ☐	NO ☒				
CT/Special Mtr?	YES ☐	NO ☒				
PERMIT REQ'D	CITY	DR. DIST.	COUNTY AIR	STATE RD X	FAA	
	WMD	RR XING	COUNTY RD.	TRANSM.		
CATV Request?	YES ☐	NO ☒				

FPL

DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY-0964

0 10 20 40 FEET

M/A: CF
HOLLY HILL CONV. PH3 OH2UG
HOLLY HILL
VOLUSIA COUNTY, FL

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WR:12158163 IWR: — —

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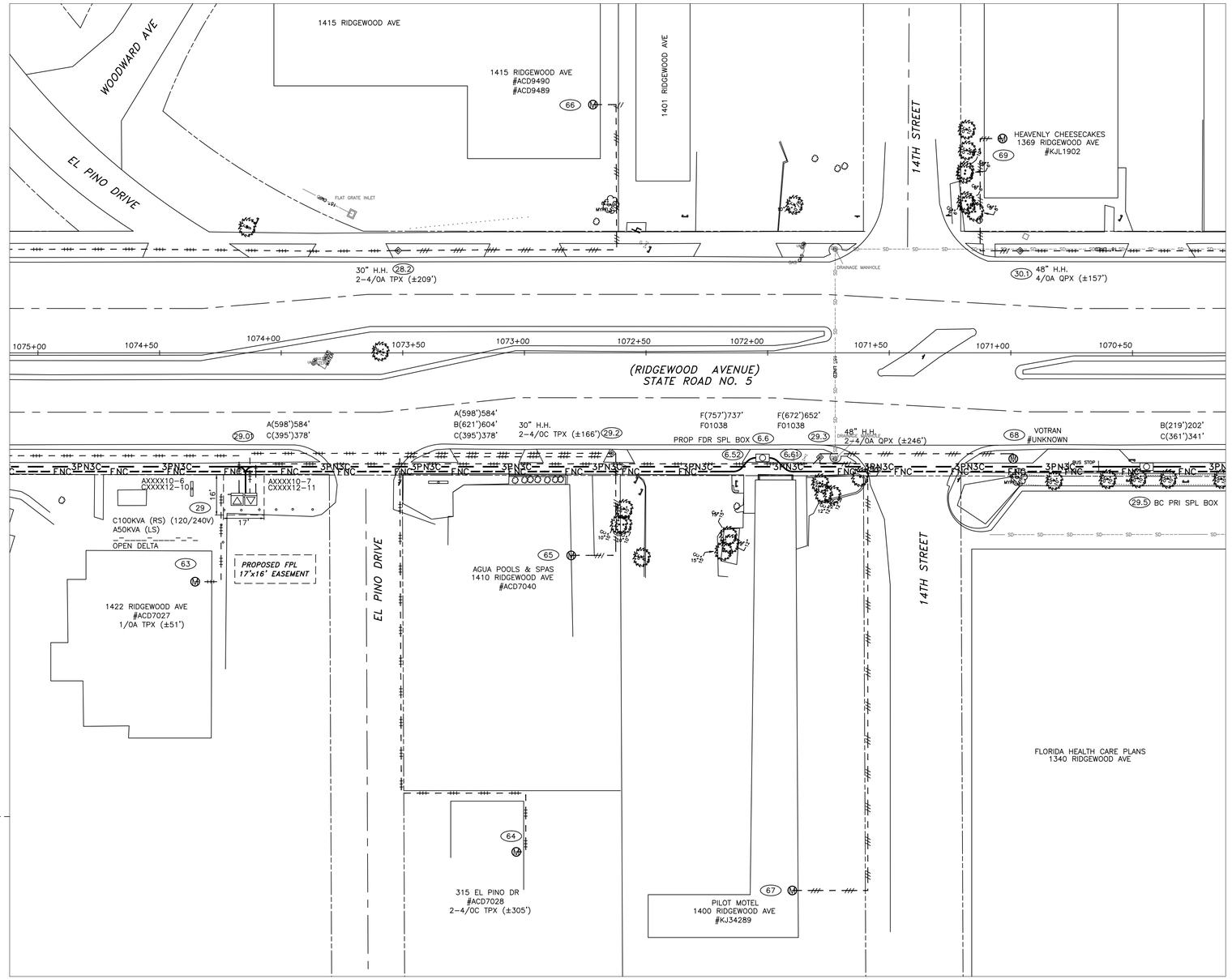
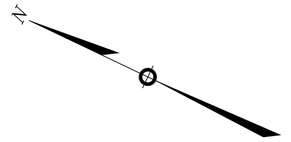
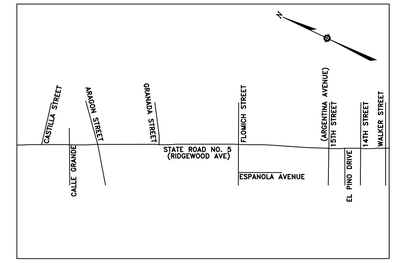
MATCHLINE SEE SHEET 14



MATCHLINE SEE SHEET 16





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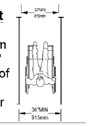

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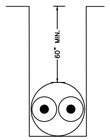
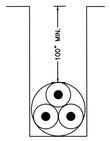
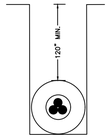


2-2" DUCT WITH 6" REAM



3-2" DUCT WITH 10" REAM



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REFERENCE DWG's

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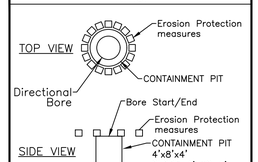

PRELIMINARY

ATTENTION

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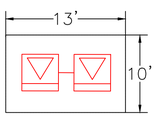

TYPICAL PROPOSED TRANSFORMER LAYOUT:
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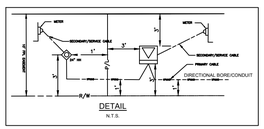


TWNP: 14 RNG: 32 SEC: 42 QTR: _____

AS-BUILT COPY	AS-BUILT CREW PRINT	Easement? YES ☒ NO ☐	Survey/Stake? YES ☐ NO ☒	Work with SMO? YES ☐ NO ☒	
Initials / Cert. Date	Foreman's Signature / Date	Tree Work? YES ☐ NO ☒	Designer/Stake? YES ☐ NO ☒	CT/Special Mtr? YES ☐ NO ☒	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.		Map Posting? YES ☒ NO ☐	Trench Feet	Duct Bank Feet	
Supervisor's Signature / Date			PERMIT REQ'D: CITY / DR. DIST. / COUNTY AIR / STATE RD X / FAA; WMD / RR XING / COUNTY RD. / TRANSM.		
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		Posted by	Telephone Request? YES ☐ NO ☒	CATV Request? YES ☐ NO ☒	
Foreman's Signature / Date					

FPL

DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY-0964

0 10 20 40 FEET

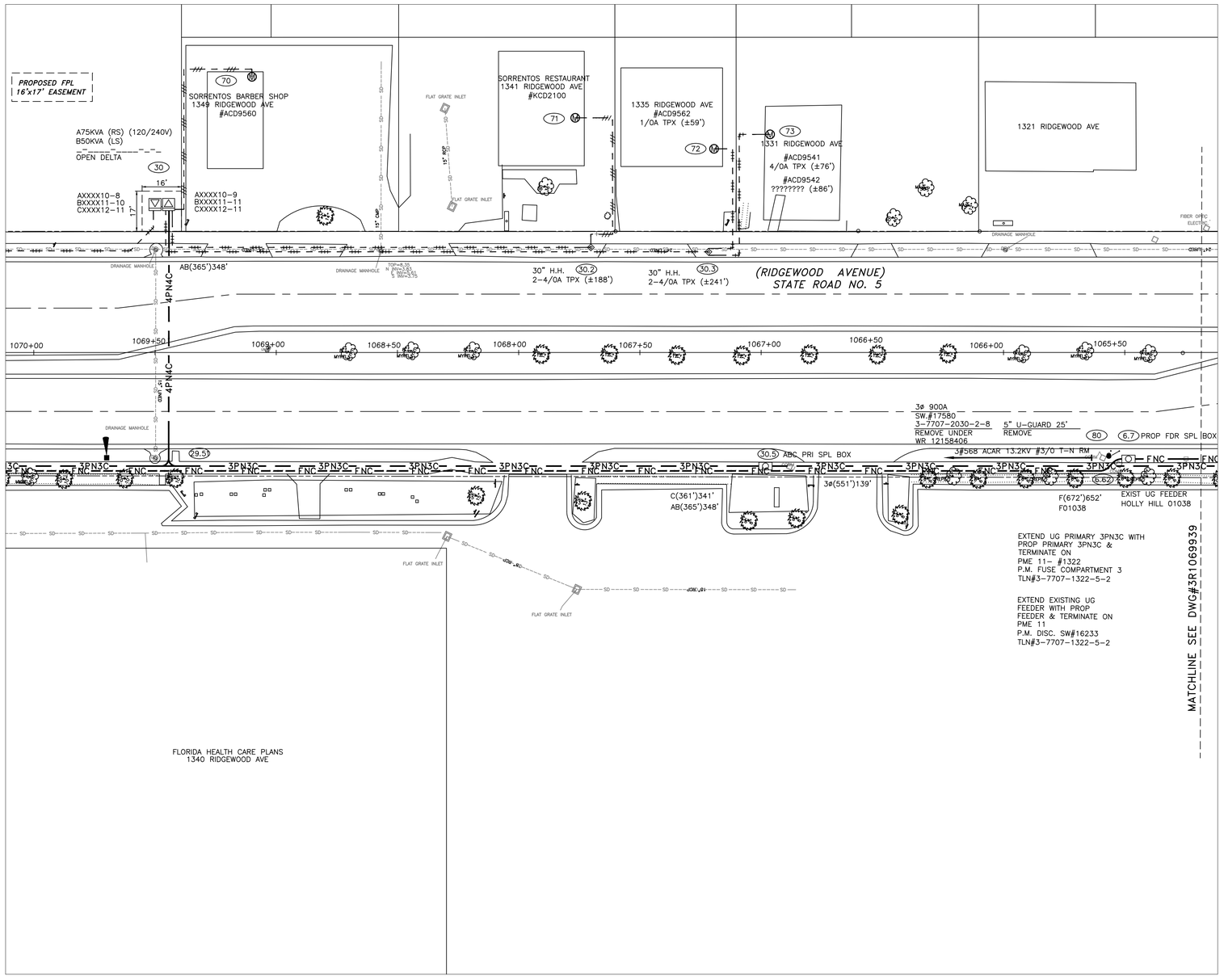
M/A: CF
HOLLY HILL CONV. PH3 OH2UG
HOLLY HILL
VOLUSIA COUNTY, FL

DWG NO. (15) of (16)
WR: 12158163 IWR: — —

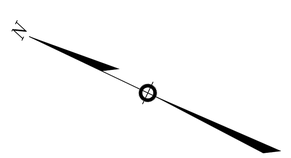
PLOT DATE: 12/20/2024 PLOT TIME: 14:11:31 CAD NAME:

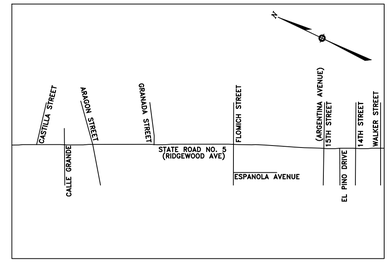
Attachment: Phase 3 FPL Construction Plans Dec 2024 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐

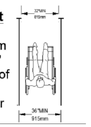


MATCHLINE SEE SHEET 15





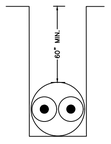
American Disabilities Act
If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



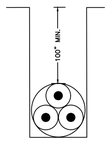
CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG

LOCATE MARKINGS COLOR CODE

RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP.SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		



2-2" DUCT WITH 6" REAM



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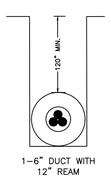

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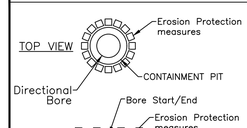
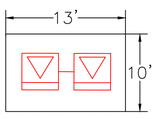


erosion protection measures to be installed surrounding bore/containment pits

PRELIMINARY



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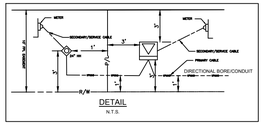

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Supervisor's Signature / Date	
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Easement? YES ☒ NO ☐	Survey/Stake? YES ☐ NO ☒	Work with SMO? YES ☐ NO ☒	
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Map Posting? YES ☒ NO ☐	Trench Feet	Duct Bank Feet	
	PERMIT REQ'D: CITY / DR. DIST. / COUNTY AIR / STATE RD X / FAA; WMD / RR XING / COUNTY RD. / TRANSM.		
Posted by	Telephone Request? YES ☐ NO ☒	CATV Request? YES ☐ NO ☒	

FPL

DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY-0964

0 10 20 40 FEET

M/A: CF
HOLLY HILL CONV. PH3 OH2UG
HOLLY HILL
VOLUSIA COUNTY, FL

DWG NO. (16) of (16)
WR:12158163 IWR: — —

TWNP:14 RNG:32 SEC:42 QTR:

PLOT DATE: 12/20/2024 PLOT TIME: 14:11:36 CAD NAME:

Attachment: Phase 3 FPL Construction Plans Dec 2024 (2025-R-1 : CRA - FPL Overhead to Underground Phase 3 Approval)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **January 14, 2025**
FROM: **Valerie Manning**
SUBJECT: **Minutes - December 10, 2024 Regular City Commission Meeting and December 23, 2024 Special Called Meeting**
NUMBER: **(ID # 4720)**
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the December 10, 2024 regular City Commission meeting and the December 23, 2024 Special Called meeting.

MOTION:

Approve both sets of minutes as submitted by staff.

- Minutes - December 10, 2024 Regular City Commission meeting (PDF)
- Minutes - December 23, 2024 - Special Called City Commission meeting(PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • DECEMBER 10, 2024

City Commission Chamber **Regular City Commission Meeting** **6:00 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

a. Roll Call

Attendee Name	Title	Status	Arrived
John Penny	Mayor	Present	
Debra Snow	City Commissioner	Present	
Penny Currie	City Commissioner	Present	
Jeffrey DeLanoy	City Commissioner	Present	
Roy Johnson	City Commissioner	Present	

b. Invocation by City Commissioner Debra Snow
The invocation was led by Pastor Dr. Wiley Lowe of Holly Hill Church of Christ.

c. Pledge of Allegiance
Mayor Penny led the Pledge of Allegiance to the flag.

2. PRESENTATIONS

A. Swearing-In of HHPD Officer Laurie Bird
B. 1088 10th Street Update - Rob Cramp and Dr. Miriam Moore

3. PUBLIC COMMENTS

The following individuals spoke to the Mayor and City Commissioners:

Polly Cappuccio, from the Holly Hill Historic Preservation Society Museum; Gabriel Varga, Daytona Beach; Jim Legary, Holly Hill; Daniel Latona, Holly Hill; Cheryl Columbo, Holly Hill; Danielle Alderette, Holly Hill; Claire Bullin (?), Holly Hill.

4. APPROVAL OF MINUTES

1.

Minutes - November 12, 2024 - Regular City Commission & Swearing-In Ceremony of Newly Elected Officials

(Requested by Valerie Manning, City Clerk)
Mayor Penny opened public participation. No one spoke.

Attachment: Minutes - December 10, 2024 Regular City Commission meeting (4720 : Minutes)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Penny Currie, City Commissioner
SECONDER:	Jeffrey DeLanoy, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

Enacted and approved this 10th day of December, 2024, in Holly Hill

5. CONSENT AGENDA - ITEMS (1 - 5)

Mayor Penny asked if there was anyone in the audience who wished to speak on any item on the Consent Agenda or if any member of the City Commission wished to pull an item for further discussion.

Commissioner Currie asked if ***Consent Agenda Item No. 4*** be pulled for further discussion/clarification.

1. –2024-R-97 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Task Order for Emergency Lift Station #18 Cleaning and Bypass Pumping to Facilitate Remedial Improvements Under the Piggyback of the City of Clermont, FL Agreement No. 2023-071, for Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation with Danus Utilities, Inc., for $13,686.00 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Debra Snow, City Commissioner
SECONDER:	Jeffrey DeLanoy, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

RESOLUTION
2024-R-97
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE TASK ORDER FOR EMERGENCY LIFT STATION #18 CLEANING AND BYPASS PUMPING TO FACILITATE REMEDIAL IMPROVEMENTS UNDER THE PIGGYBACK OF THE CITY OF CLERMONT, FL AGREEMENT NO. 2023-071, FOR SANITARY SEWER MANHOLE, VAULT, AND LIFT STATION REHABILITATION WITH DANUS UTILITIES, INC., FOR $13,686.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE TASK ORDER FOR EMERGENCY LIFT STATION #18 CLEANING AND BYPASS PUMPING TO FACILITATE

Attachment: Minutes - December 10, 2024 Regular City Commission meeting (4720 : Minutes)

REMEDIAL IMPROVEMENTS UNDER THE PIGGYBACK OF THE CITY OF CLERMONT, FL AGREEMENT NO. 2023-071, FOR SANITARY SEWER MANHOLE, VAULT, AND LIFT STATION REHABILITATION WITH DANUS UTILITIES, INC., FOR $13,686.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City utility system requires assistance with contract septic sewer pumping services to provide for preventative maintenance, planned outages and emergencies to ensure uninterrupted services to the community and spill remediation; and

WHEREAS, Danus Utilities, Inc., has an active 3-year contract (No. 2023-071) with the City of Clermont, FL for the sanitary sewer manhole, vault, and lift station rehabilitation services which the City of Holly Hill piggybacked with City Resolution 2023-R-54; and

WHEREAS, Danus Utilities, Inc., provided an emergency Task Order Quote of $13,686.00 to provide cleaning and bypass pumping for Lift Station #18 remedial repairs; and

WHEREAS, The Utility maintains Capital Funding for Lift Station Improvements in FY2024-2025 budget account 407-8110-580-6300 to fund the remediation project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill approve the task order from Danus Utilities Inc., for Lift Station #18 improvements in the amount of $13,686.00 and authorize the City Manager to execute the same.

Attachment: Minutes - December 10, 2024 Regular City Commission meeting (4720 : Minutes)

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 10th day of DECEMBER, 2024.

Enacted and approved this 10th day of December, 2024, in Holly Hill

2. -2024-R-98 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Accepting a Grant Agreement from Florida Department of Environmental Protection for 50% of the Cost of the Construction for the Tidal Backflow Preventers Project Up to a Maximum Amount of $400,000 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Debra Snow, City Commissioner
SECONDER:	Jeffrey DeLanoy, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

RESOLUTION
2024-R-98
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, ACCEPTING A GRANT AGREEMENT FROM FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR 50% OF THE COST OF THE CONSTRUCTION FOR THE TIDAL BACKFLOW PREVENTERS PROJECT UP TO A MAXIMUM AMOUNT OF $400,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, ACCEPTING A GRANT AGREEMENT FROM FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR 50% OF THE COST OF THE CONSTRUCTION FOR THE TIDAL BACKFLOW PREVENTERS PROJECT UP TO A MAXIMUM AMOUNT OF $400,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, the City received a fully executed agreement with Florida Department of Environmental Protection for a $400,000 grant to complete the Tidal Backflow Preventers Project; and

WHEREAS, the project contract for the construction has been executed with All State Civil Construction; and

WHEREAS, the contract construction total is $615,960; and

WHEREAS, Florida Department of Environmental Protection has approved the City to receive grant assistance for 50% of the cost of the construction for the Tidal Backflow Preventers Project up to a maximum amount of $400,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill accept the grant agreement from Florida Department of Environmental Protection for 50% of the cost of the construction for the Tidal Backflow Preventers Project up to a maximum amount of $400,000 and authorize the City Manager to execute the same.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 10th day of DECEMBER, 2024.

Enacted and approved this 10th day of December, 2024, in Holly Hill

3. -2024-R-99 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Change Order to the Tom Evans Environmental, Inc., Purchase Order 230516 to Add Three Soft Starts with Their Pump and Motor Installation for the Amount of $17,692.29 and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Debra Snow, City Commissioner
SECONDER:	Jeffrey DeLanoy, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

RESOLUTION
2024-R-99
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE CHANGE ORDER TO THE TOM EVANS ENVIRONMENTAL, INC., PURCHASE ORDER 230516 TO ADD THREE SOFT STARTS WITH THEIR PUMP AND MOTOR INSTALLATION FOR THE AMOUNT OF $17,692.29 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE CHANGE ORDER TO THE TOM EVANS ENVIRONMENTAL, INC., PURCHASE ORDER 230516 TO ADD THREE SOFT STARTS WITH THEIR PUMP AND MOTOR INSTALLATION FOR THE AMOUNT OF $17,692.29 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Utility provides permitted water treatment system to help maintain the health and well-being of the community; and

WHEREAS, Tom Evans Environmental, Inc., is the sole source municipal product representative of Peerless Pumps used in the treatment of the water system; and

WHEREAS, The City Commission authorized Resolution 2023-R-81 with Tom Evans Environmental, Inc., for the replacement of the water plant transfer pumps and backwash pump, valving and piping system in the amount of $265,954.04; and

WHEREAS, The City Manager authorized a change order to the original purchase order to add low maintenance mechanical seals to the project in the amount of $14,023.57; and

WHEREAS, Tom Evans Environmental, Inc., provided a quote to add soft starts to the motors with the installation of the motors to extend the life of the pumping system for a cost of $17,692.29.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the Commission of the City of Holly Hill accept the proposal to add soft start controllers to their existing task of installation of two (2) 20HP transfer pumps

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and one (1) 75 HP backwash pump to the existing service proposal from Tom Evans Environmental for $279,997.61.

SECTION 2. That the Commission of the City of Holly Hill approve a change order proposal for soft starts from Tom Evans Environmental, Inc., for $17,692.29, and authorize the City Manager to execute the same.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 10th day of DECEMBER, 2024.

Enacted and approved this 10th day of December, 2024, in Holly Hill

4. -2024-R-100 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Creation of the City of Holly Hill Business Association; Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)
Mayor Penny asked Mr. Forte to explain the City of Holly Hill Business Association. *(the attachment is included in the agenda packet for further reference)*
Mayor Penny opened public participation.
Jim Legary, Holly Hill; Gabriel Varga, Daytona Beach; Danielle Latona, Holly Hill; Robin Hanger, Holly Hill.
Mayor Penny closed public participation.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, City Commissioner
SECONDER:	Roy Johnson, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

RESOLUTION
2024-R-100
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CREATION OF THE CITY OF HOLLY HILL BUSINESS ASSOCIATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE

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CREATION OF THE CITY OF HOLLY HILL BUSINESS ASSOCIATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Holly Hill Chamber of Commerce has closed, leaving a gap in the relationship between the City of Holly Hill and its local business community; and

WHEREAS, The City of Holly Hill recognizes the importance of fostering strong connections between city staff, elected officials, and the business community to promote economic growth and collaboration; and

WHEREAS, The City seeks to establish the City of Holly Hill Business Association, an inclusive organization open to all businesses at no cost, to provide opportunities for engagement, collaboration, and networking; and

WHEREAS, The mission of the City of Holly Hill Business Association is to is to foster a vibrant business environment that encourages entrepreneurship, strengthens community ties, and contributes to the overall economic development of Holly Hill. We strive to be a catalyst for collaboration, innovation, and success among our members, ensuring a prosperous future for our community; and

WHEREAS, Monthly meetings and e-newsletters will offer local businesses valuable resources, updates, and networking opportunities to strengthen the relationship between the City and its business community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The City Commission hereby approves the creation of the City of Holly Hill Business Association to serve as a platform for engagement, collaboration, and support for the local business community.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 10th day of DECEMBER, 2024.

Enacted and approved this 10th day of December, 2024, in Holly Hill

5. -DOC-2024-9

Approving the Purchase of Speed Measurement Devices as Permitted with Funds from FDOT Grant - 2025 Aggressive Driving and Speeding Project - Subgrant for Highway Traffic Safety Funds FDOT Project Number SC-2025-00412. FDOT Contract Number : G3576.

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(Requested by Michele Moore, Finance)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Debra Snow, City Commissioner
SECONDER:	Jeffrey DeLanoy, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

Enacted and approved this 10th day of December, 2024, in Holly Hill

6. REGULAR AGENDA

1. –2024-R-101 Resolution

A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2024-2025 Annual Operating Budget, Appropriating Open Project Carry Over Funds, Appropriating Carry Over Funds for Hurricane Milton Expenditures and to Carry Over Donations Received from the Fiscal Year 2023-2024 to the Fiscal Year 2024-2025 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.

(Requested by Michele Moore, Finance)
Mayor Penny opened public participation. No one spoke.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, City Commissioner
SECONDER:	Roy Johnson, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

RESOLUTION
2024-R-101
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2024-2025 ANNUAL OPERATING BUDGET, APPROPRIATING OPEN PROJECT CARRY OVER FUNDS, APPROPRIATING CARRY OVER FUNDS FOR HURRICANE MILTON EXPENDITURES AND TO CARRY OVER DONATIONS RECEIVED FROM THE FISCAL YEAR 2023-2024 TO THE FISCAL YEAR 2024-2025 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2024-2025 ANNUAL OPERATING BUDGET, APPROPRIATING CARRY OVER FUNDS, AND DONATIONS RECEIVED FROM THE FISCAL YEAR 2023-2024 TO THE FISCAL YEAR 2024-2025 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE

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DATE.

WHEREAS, the City of Holly Hill has certain Projects appropriating funds initiated prior to the fiscal year commencing October 1, 2024, which remain incomplete and will carryover from fiscal year 2023-2024 into the ensuing fiscal year; and

WHEREAS, the City of Holly Hill City received restricted donations during Fiscal Year 2024 for Police Department activities and

WHEREAS, the City of Holly Hill City received damages during Hurricane Milton and

WHEREAS, the City of Holly Hill Commission adopted Resolution 2024-R-66 approving the Annual Operating Budget for Fiscal Year 2024-2025; and

WHEREAS, the City of Holly Hill City Commission adopted Resolution 2024-R-66 approving the Annual Operating Budget for Fiscal Year 2024-2025; and Resolution 2024-R-95, Resolution 2024-R-85, Resolution 2024-R-77, Resolution 2024-R-71, and Resolution 2024-R-72 amending the Fiscal Year 2024/2025 budget, and

WHEREAS, the City of Holly Hill City Commission desires to appropriate the necessary carryover funds for continuation and completion of certain City operations and continuing projects and to set forth and appropriate certain revenues and expenses.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. BUDGET AMENDMENT. The carryover funds are hereby appropriated as set forth in Composite Exhibit "A" and Exhibit "B" attached hereto, which reflects revenues and corresponding expenditures for the designated projects and expenditures for the fiscal year 2024-2025 budget.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2024 through September 30, 2025. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 10th day of DECEMBER, 2024.

Enacted and approved this 10th day of December, 2024, in Holly Hill

2. –2024-R-102 Resolution

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A Resolution of the City Commission of the City of Holly Hill, Florida, Approving an Agreement with Tetra-Tech, Inc., to Provide Disaster Public Assistance Consulting Services for Hurricane Milton in an Amount Not to Exceed $200,000, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)
Mayor Penny opened public participation. No one spoke.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Roy Johnson, City Commissioner
SECONDER:	Jeffrey DeLanoy, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

RESOLUTION
2024-R-102
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN AGREEMENT WITH TETRA-TECH, INC., TO PROVIDE DISASTER PUBLIC ASSISTANCE CONSULTING SERVICES FOR HURRICANE MILTON IN AN AMOUNT NOT TO EXCEED $200,000, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN AGREEMENT WITH TETRA-TECH, INC., TO PROVIDE DISASTER PUBLIC ASSISTANCE CONSULTING SERVICES FOR HURRICANE MILTON IN AN AMOUNT NOT TO EXCEED $200,000, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires a contractor to provide disaster public assistance consulting to assist in the recovery of expenditures from Hurricane Milton; and

WHEREAS, a Request for Proposals was broadcast with three proposals received; and

WHEREAS, an Evaluation Committee comprised of three City staff reviewed all proposals received and unanimously recommend that Tetra Tech be selected to provide disaster cost recovery and related grant and project management services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill approve an agreement with Tetra-Tech, Inc., to provide disaster public assistance consulting services for Hurricane Milton in an amount not to exceed $200,000, and authorize the City Manager to execute the same.

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SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3 . EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 10th day of DECEMBER, 2024.

Enacted and approved this 10th day of December, 2024, in Holly Hill

3. -2024-R-106 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Change Order No. 3 with Tetra-Tech, Inc., for Disaster Public Assistance Consulting Services, Extending the Period of Performance through May 31, 2025 and Increasing the Not-To-Exceed Amount of the Agreement to $180,114 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)
****This agenda item/Resolution 2024-R-106 was added to the meeting for Change Order No. 3 with Tetra-Tech, Inc.****

Mayor Penny opened public participation. No one spoke.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Debra Snow, City Commissioner
SECONDER:	Penny Currie, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

RESOLUTION
2024-R-106
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING CHANGE ORDER NO. 3 WITH TETRA-TECH, INC., FOR DISASTER PUBLIC ASSISTANCE CONSULTING SERVICES, EXTENDING THE PERIOD OF PERFORMANCE THROUGH MAY 31, 2025 AND INCREASING THE NOT-TO-EXCEED AMOUNT OF THE AGREEMENT TO $180,114 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING CHANGE ORDER NUMBER THREE (3) WITH TETRA TECH, INC. FOR DISASTER PUBLIC ASSISTANCE CONSULTING SERVICES, EXTENDING THE PERIOD OF

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PERFORMANCE THROUGH MAY 31, 2025 AND INCREASING THE NOT-TO-EXCEED AMOUNT OF THE AGREEMENT TO $180,114 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission approved an agreement with Tetra-Tech, Inc., for disaster public assistance consulting in an amount not to exceed $160,000 on November 22, 2022 through Resolution 2022-R-90; and

WHEREAS, "No Cost" Change Order No. 1 was fully executed on September 26, 2023, extending the period of performance through May 23, 2024; and

WHEREAS, Change Order No. 2 extending the period of performance through December 31, 2024 and increasing the contract cost to $169,851.31 was approved on June 11, 2024; and

WHEREAS, Change Order No. 3 has been proposed to extend the period of performance of Hurricane Ian public assistance consulting through May 31, 2025 at a cost of $10,262.69, increasing the contract cost to $180,114.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission does hereby approve Change Order No. 3 with Tetra Tech, Inc., for disaster public assistance consulting services, extending the period of performance through May 31, 2025 and increasing the not-to-exceed amount to $180,114 and authorizes the City Manager to execute the same.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 10th day of DECEMBER, 2024.

Enacted and approved this 10th day of December, 2024, in Holly Hill

4. –2024-R-103 Resolution

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A Resolution of the City of Holly Hill, Florida, Awarding a Task Order to Black Sands Development Group for the Construction of the Phase 1 - 3Rd Street Water Main Improvements at a Cost of $1,061,239.57 and Authorizing the City Manager to Execute the Same; Providing Severability; and Providing an Effective Date.

(Requested by Antoine Khoury, Public Works)
Mayor Penny opened public participation. No one spoke.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, City Commissioner
SECONDER:	Roy Johnson, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

RESOLUTION
2024-R-103
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING A TASK ORDER TO BLACK SANDS DEVELOPMENT GROUP FOR THE CONSTRUCTION OF THE PHASE 1 - 3RD STREET WATER MAIN IMPROVEMENTS AT A COST OF $1,061,239.57 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING A TASK ORDER TO BLACK SANDS DEVELOPMENT GROUP FOR THE CONSTRUCTION OF THE PHASE 1 - 3RD STREET WATER MAIN IMPROVEMENTS AT A COST OF $1,061,239.57 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Utility assesses user fees for water that includes Capital Funding to maintain and improve utility infrastructure with Capital Improvements; and

WHEREAS, the City contracted with Mead & Hunt, Inc., to design, permit and oversee the 3rd Street Water Main Improvements Project; and

WHEREAS, the City entered into a contract with Black Sands Development Group with Resolution 2024-R-13 for Utility Infrastructure & Restoration Services; and

WHEREAS, the Black Sands Development Group provided a Task Order utilizing unit pricing under their City service contract agreement for $1,061,239.57 pursuant to the permitted water main improvement for phase 1 of the 3rd Street Area; and

WHEREAS, the project engineer of record, Mead & Hunt, Inc., has reviewed Black Sands Development Groups task order and found their design to be consistent with Florida State Permit conditions.

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NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION

OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission accepts the task order from Black Sands Development Group for $1,061,239.57 for construction of the Phase 1 - 3rd Street Water Main Improvements pursuant to the Utility Infrastructure and Site Restoration Service Contract awarded with Resolution 2024-R-13.

SECTION 2. That the City Commission of the City of Holly Hill does hereby award the task order to Black Sands Development Group and authorize the City Manager to enter into an agreement with Black Sands Development Group to provide for the Construction of the Phase 1 - 3rd Street Water Main Improvements.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 10th day of DECEMBER, 2024.

Enacted and approved this 10th day of December, 2024, in Holly Hill

5. -2024-R-104 Resolution

A Resolution of the City of Holly Hill, Florida, Appointing a Member to the Police Pension Fund Board of Trustees; Setting Forth the Term and Expiration Date for Said Member; Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)
Commissioner Snow stated that she has spoken to Mr. Terry Wood who is interested in serving on the Police Pension board and that Mr. Wood will be submitting a application to the City Clerk.
The Mayor and City Commission reappointed Kimberly Lawson and appointed Terry Wood, upon the City Clerk receiving his application, to the Police Pension Fund Board of Trustees.
Mayor Penny opened public participation. No one spoke.

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RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Debra Snow, City Commissioner
SECONDER:	Jeffrey DeLanoy, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

RESOLUTION
2024-R-104
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING A MEMBER TO THE POLICE PENSION FUND BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING A MEMBER TO THE POLICE PENSION BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATES FOR SAID MEMBER; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 42.86, City Code, the City of Holly Hill has a Police Pension Board as defined by Florida Statute Chapter 185; and

WHEREAS, the Board of Trustees shall consists of five members, two of whom, unless otherwise prohibited by law, shall be legal residents of the City of Holly Hill and must be appointed by the City Commission, and two of whom shall be police officers as defined in F.S., Section 185.02, elected by a majority of the active police officers who are members of the plan. The fifth member shall be chosen by a majority of the stated four members, and such person's name shall be submitted to the city commission. Upon receipt of the fifth person's name, the City Commission shall, as a ministerial duty, appoint such person to the board of trustees. The fifth member shall have the same rights as each of the other four members appointed or elected, shall serve as trustee for a period of two years, and may succeed himself or herself in office. Each resident member shall serve as trustee for a period of two years, unless sooner replaced by the legislative body at whose pleasure the member serves, and may succeed himself or herself as a trustee. Each police officer member shall serve as trustee for a period of two years, unless he or she sooner leaves the employment of the municipality as a police officer, whereupon a successor shall be chosen in the same manner as an original appointment. Each police officer may succeed himself or herself in office.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission does hereby appoint the following individual to the Police Pension Board of Trustees.

Kimberly Lawson Commission Representative

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SECTION 2. That the term for said member is set for two (2) years, expiring December 31, 2026.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. That this Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 10th day of DECEMBER, 2024.

Enacted and approved this 10th day of December, 2024, in Holly Hill

6. -2024-R-105 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Appointing Members to the Firefighters' Pension Fund Board of Trustees; Setting Forth the Term and Expiration Date for Said Members; Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)
The Mayor and City Commission reappointed Sharon Miller and Michael Moon to the Firefighters' Pension Fund Board of Trustees.
Mayor Penny opened public participation. No one spoke.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, City Commissioner
SECONDER:	Jeffrey DeLanoy, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

RESOLUTION
2024-R-105
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING MEMBERS TO THE FIREFIGHTERS' PENSION FUND BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBERS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING MEMBERS TO THE FIREFIGHTERS PENSION FUND BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBERS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN

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EFFECTIVE DATE.

WHEREAS, in accordance with City Code Section 42-63, Board of Trustees, states the following: (a) The Board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the Holly Hill City Commission, and two of whom shall be members of the system, who shall be elected by a majority of the firefighters who are members of the system. The fifth trustee shall be chosen by a majority of the previous four trustees as provided herein, and such person's name shall be submitted to the Holly Hill City Commission. Upon receipt of the fifth person's name, the Holly Hill City Commission shall, as a ministerial duty, appoint such person to the board as a fifth trustee; and

WHEREAS, the Board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the Holly Hill City Commission; and

WHEREAS, the fifth trustee shall be chosen by a majority of the previous four trustees as provided herein, and such person's name shall be submitted to the Holly Hill City Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission does hereby appoint the following individuals to the Firefighters Pension Fund Board of Trustees:

Sharon H. Miller **Commission Representative**

Michael V. Moon **Commission Representative**

SECTION 2. That the term for said members is set for two (2) years, expiring December 31, 2026.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. That this Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 10th day of DECEMBER, 2024.

Enacted and approved this 10th day of December, 2024, in Holly Hill

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7. -2024-O-3080 Ordinance

FIRST READING - an Ordinance of the City of Holly Hill, Florida, Creating Section 58-135 (Camping or Sleeping on Public Property Prohibited) to Comply with Florida Statute Section 125.0231 to Prohibit the Camping or Sleeping on Public Property Under Certain Terms and Conditions; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Nicole Kloetz, Police)
Mayor Penny opened public participation. No one spoke.

RESULT:	**APPROVED AT 1ST READING [UNANIMOUS]**	**Next: 1/14/2025 6:00 PM**
MOVER:	Penny Currie, City Commissioner	
SECONDER:	Debra Snow, City Commissioner	
AYES:	Penny, Snow, Currie, DeLanoy, Johnson	

7. PUBLIC HEARING

1.

1533 Ridgewood Avenue - Le Duck Motorcycles - Special Exception

(Requested by Brian Walker, Board of Planning and Appeals)
Mayor Penny opened public participation. No one spoke.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Roy Johnson, City Commissioner
SECONDER:	Penny Currie, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

Enacted and approved this 10th day of December, 2024, in Holly Hill

8. COMMUNICATIONS

A. Mayor's Comments

Mayor Penny thanked the City Clerk and all the staff that helped make the tree lighting and the Christmas parade another successful events this year. For the prayers at the beginning of the meetings, he suggested that for each month, each Commissioner will have an opportunity to either do the invocation or they may select someone of their choice to do it. Mayor Penny briefly explained what holding a workshop is for those who may not know. Mayor Penny wished everyone a Merry Christmas, Happy Holidays and Happy Hanukkah and Happy New Year.

Attachment: Minutes - December 10, 2024 Regular City Commission meeting (4720 : Minutes)

B. City Manager Comments
Mr. Forte mentioned that he sent an email to the Mayor and Commissioners for a few workshop items for the new year. Here is the list of workshops and times:

January 14, 2025 - 4:00 pm - 6:00 pm
Decorum Policy, Charter Review Committee, YMCA improvements

January 21, 2025 - 4:00 pm - 6:00 pm
Vulnerability Study & Stormwater projects, Fountainhead project - rezoning of Parcel 4, Waste Pro contract renewal

February 11, 2025 4:00 pm - 6:00 pm
Commission Goals Setting Session - (developing a 4-year plan)

There was consensus from the Mayor and City Commissioners to move forward with scheduling these.

Mr. Forte wished everyone a Merry Christmas and Happy New Year.

C. City Attorney Comments
Attorney Simpson wished everyone a Merry Christmas and Happy New Year.

D. City Commission Comments
Commissioners Snow, Currie, DeLanoy and Johnson wished everyone a Merry Christmas, Happy Holidays, Happy Hanukkah and Happy New Year. They enjoyed the Christmas Tree Lighting Ceremony and the parade, thanked the City Clerk and those that helped make the events very successful and fun. They all had a great time. Commissioner Johnson spoke briefly about the Volusia Sports Center and let everyone know that they now have indoor golf that has been added to the Center and that Holly Hill has a lot of great family recreation centers now and that Holly Hill has come a long way and is doing very well.

9. ADJOURNMENT

The meeting adjourned at approximately 7:50 PM.

Attachment: Minutes - December 10, 2024 Regular City Commission meeting (4720 : Minutes)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • DECEMBER 23, 2024

City Commission Chamber **Special Called City Commission Meeting** **1:00 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

2. ROLL CALL

Attendee Name	Title	Status	Arrived
John Penny	Mayor	Present	
Debra Snow	City Commissioner	Present	
Penny Currie	City Commissioner	Remote	
Jeffrey DeLanoy	City Commissioner	Present	
Roy Johnson	City Commissioner	Present	

3. LIVE LOCAL ACT

1. -2024-R-107 Resolution

A Resolution of the City of Holly Hill, Florida, Making a Finding Pursuant to Section 196.1978(3)(O), Florida Statutes, Based Upon the 2024 Shimberg Center for Housing Studies Annual Report; Electing to Not Exempt Certain Properties from Ad Valorem Taxation Under the Live Local Act Subject to that Finding; Providing for the Preservation of Existing Exemptions and Expiration; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)
Mayor Penny opened public participation.

Bryce Hood, Board Liaison from the Daytona Beach Area Association of Realtors, Holly Hill.

Mayor Penny closed public participation.

Attachment: Minutes - December 23, 2024 - Special Called City Commission meeting (4720 : Minutes)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Roy Johnson, City Commissioner
SECONDER:	Jeffrey DeLanoy, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

RESOLUTION
2024-R-107
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, MAKING A FINDING PURSUANT TO SECTION 196.1978(3)(O), FLORIDA STATUTES, BASED UPON THE 2024 SHIMBERG CENTER FOR HOUSING STUDIES ANNUAL REPORT; ELECTING TO NOT EXEMPT CERTAIN PROPERTIES FROM AD VALOREM TAXATION UNDER THE LIVE LOCAL ACT SUBJECT TO THAT FINDING; PROVIDING FOR THE PRESERVATION OF EXISTING EXEMPTIONS AND EXPIRATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2024-R-107

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, MAKING A FINDING PURSUANT TO SECTION 196.1978(3)(o), FLORIDA STATUTES, BASED UPON THE 2024 SHIMBERG CENTER FOR HOUSING STUDIES ANNUAL REPORT; ELECTING TO NOT EXEMPT CERTAIN PROPERTIES FROM AD VALOREM TAXATION UNDER THE LIVE LOCAL ACT SUBJECT TO THAT FINDING; PROVIDING FOR THE PRESERVATION OF EXISTING EXEMPTIONS AND EXPIRATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 196.1978(3)(o), Florida Statutes, authorizes a taxing authority, upon adoption of a resolution by a two-thirds vote of its governing body, to elect not to exempt property from ad valorem taxation under section 196.1978(3)(d)1.a., Florida Statutes, provided specific findings are made by the taxing authority and certain conditions are met; and

WHEREAS, Section 196.1978(3)(o) requires a taxing authority to make a finding in the resolution that the most recently published Shimberg Center for Housing Studies Annual Report, prepared pursuant to Section 420.6075, Florida Statutes, identifies that a county within the taxing authority's jurisdiction is part of a metropolitan statistical area or region where the

Attachment: Minutes - December 23, 2024 - Special Called City Commission meeting (4720 : Minutes)

number of affordable and available units exceeds the number of renter households in the category entitled "0-120 percent AMI"; and

WHEREAS, the 2024 Shimberg Center for Housing Studies Annual Report ("Report") found that in the Deltona-Daytona Beach-Ormond Beach, FL HMFA area, which includes the City of Holly Hill, there are 1917 affordable and available homes in excess of renter household and therefore the City of Holly Hill is eligible to opt out of the ad valorem tax exemption; and

WHEREAS, the City of Holly Hill hereby adopts this resolution to opt out of the tax exemption discussed above.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. Recitals Incorporated. The foregoing WHEREAS recitals are true and correct and are incorporated herein by reference.

SECTION 2. Finding. The City Commission hereby makes a finding, pursuant to Section 196.1978(3)(o), Florida Statutes, that the Deltona-Daytona Beach-Ormond Beach, FL HMFA area, which includes the City of Holly Hill, has a surplus of affordable and available units for households in the "0-120 percent AMI" category relative to the number of renter households in the same category. This finding is based upon the data contained in the Report.

SECTION 3. Election to Opt Out of the Live Local Property Tax Exemption. The City elects not to exempt properties eligible for the tax exemption under Section 196.1978(3)(d)1.a., Florida Statutes, and directs the Volusia County Property Appraiser not to grant such exemptions for the 2025 tax roll or for any subsequent tax year during which this Resolution remains in effect.

Attachment: Minutes - December 23, 2024 - Special Called City Commission meeting (4720 : Minutes)

SECTION 4. Effective Date. This Resolution shall take effect on January 1, 2025.

SECTION 5. Duration and Renewal. This Resolution shall expire on January 1, 2026, unless renewed by the City Commission in accordance with Section 196.1978(3)(o), Florida Statutes.

SECTION 6. Advertising and Delivery to Property Appraiser. This Resolution has been duly advertised in accordance with Section 50.011(1), Florida Statutes. This Resolution shall be provided to the Volusia County Property Appraiser no later than January 1, 2025

SECTION 7. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application. shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 8. That all Resolutions made in conflict with this Resolution are hereby repealed.

APPROVED AND AUTHENTICATED on this 23rd day of DECEMBER, 2024.

Enacted and approved this 23rd day of December, 2024, in Holly Hill

4. ADJOURNMENT

The meeting adjourned at approximately 1:10 PM.

Attachment: Minutes - December 23, 2024 - Special Called City Commission meeting (4720 : Minutes)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **January 14, 2025**
FROM: **Valerie Manning**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Professional Services Agreement for Accreditation for the Holly Hill Police Department; Authorizing the City Manager to Execute the Agreement; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2025-R-2**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill Police Department seeks to become an accredited agency through the Commission for Florida Law Enforcement Accreditation, Inc. (CFA). The Holly Hill Police Department obtained quotes from the following three companies:

- Owens Accreditation Services, LLC - $1150 per month
- Accreditation Academy - $52,500 year
- Barrett Consulting, LLC - $2,400 max per month

Quotes from these three companies are attached.

To achieve accreditation, City staff recommends the services of Jeffrey D. Owens (dba) "Owens Accreditation Services, LLC". Attached is the proposed Professional Services Agreement with Owens Accreditation.

The following services will be provided to the City of Holly Hill Police Department:

- Prepare the Department for accreditation, including coordinating, overseeing, and planning the Department's adherence to standards set forth by the Commission for Florida Law Enforcement Accreditation, Inc., (CFA);
- Maintains the department's policy manual and historical records of revised policies and procedures. Assists Command Staff with writing and/or reviewing all policies and procedures to ensure compliance with new or amended CFA standards and best practices. Recommends policy and procedure revisions as needed;
- Responsible for maintaining report files for accreditation, sending out reminders of

proofs of compliance due under the authority of the Chief;

- Enforce work deadlines as they apply to the accreditation requirements. Ensures all annual and/or time-sensitive reviews, reports, audits, inventories, and inspections are completed or prepared and are submitted as required by CFA;
- Responsible for maintaining all files and data entry via PowerDMS software;
- Provide advice, support, and assistance by interpreting policies and procedures;
- Responsible for adherence to changes in CFA standards and current laws that pertain to those standards. Attend accreditation-related training and conferences to remain updated on requirements;
- Accurately compile "proofs of compliance" for applicable accreditation standards;
- Act as a liaison between the Holly Hill Police Department, outside agencies, and the CFA.

FISCAL ANALYSIS:

Funds are available in the fiscal year 2024-2025 Police Department professional services budget account 001-2110-521-3101. Cost for this service is $1,150.00 monthly and will continue in perpetuity unless the department chooses to bring the maintenance of the accreditation in house and absorb the cost with existing personnel. Unfortunately, internal maintenance of the program may have been the cause of its failure previously due to time and budget constraints.

STAFF RECOMMENDATION:

Approve the Professional Services Agreement for accreditation with Florida Law Enforcement Accreditation, Inc. for the Police Department and authorize the City Manager to execute the same.

COMMISSION GOAL:

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVING THE PROFESSIONAL SERVICES AGREEMENT FOR ACCREDITATION FOR THE HOLLY HILL POLICE DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.

ATTACHMENTS:

- Owens Accreditation Services Professional Services Agreement (PDF)
- Owens Accreditation Services, LLC. (PDF)
- Accreditation Academy (PDF)
- Barrett Consulting (PDF)

Resolution No. 2025-2

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PROFESSIONAL SERVICES AGREEMENT FOR ACCREDITATION FOR THE HOLLY HILL POLICE DEPARTMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PROFESSIONAL SERVICES AGREEMENT FOR ACCREDITATION FOR THE HOLLY HILL POLICE DEPARTMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill Police Department wishes to become an accredited agency; and

WHEREAS, the City of Holly Hill Police Department wishes to obtain the professional services of the Service Provider 'Owens Accreditation Services, LLC'; and

WHEREAS, the Service Provider has the knowledge, skill, and capability to perform such services for the City of Holly Hill Police Department; and

WHEREAS, the Service Provider is hereby retained by the City of Holly Hill Police Department and agrees to provide the services attached; and

WHEREAS, this is identified in the FY 24-25 budget cycle; and

WHEREAS, the requested amount for monthly services shall be $1150.00 monthly. **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

SECTION 1. That the City Commission of the City of Holly Hill approve the Professional Services Agreement for accreditation.

SECTION 2. The City Commission directs the Police Chief to develop a plan for the implementation accreditation, including but not limited to, monitoring and maintaining the services provided by the Service Provider, the selection of qualified officers, acquisition of necessary equipment, facilities, and training.

SECTION 3. Funding for the Professional Services Agreement shall be derived from existing law enforcement budgets.

SECTION 4. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of JANUARY, 2025.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is made and entered into as of the _____ day of _____, 20___ (the "Effective Date"), by and between the Holly Hill Police Department and Jeffrey D. Owens (DBA) "Owens Accreditation Services, LLC (the "Service Provider") with an office located at Post Office Box 231 / 3245 NE 106 Street, Anthony, Florida.

WHEREAS the Holly Hill Police Department wishes to obtain the professional services of the Service Provider; and,

WHEREAS, the Service Provider has the knowledge, skill, and capability to perform such services for the Holly Hill Police Department.

THEREFORE, in consideration of the foregoing, the parties, intending to be legally bound, hereby agree to the following:

1. Services. The Service Provider is hereby retained by the Holly Hill Police Department, and the Service Provider agrees to provide the following services:

a. Prepare the Department for accreditation, including coordinating, overseeing, and planning the Department's adherence to standards set forth by the Commission for Florida Law Enforcement Accreditation, Inc. (CFA);

b. Maintains the department's policy manual and historical records of revised policies and procedures. Assists Command Staff with writing and/or reviewing all policies and procedures to ensure compliance with new or amended CFA standards and best practices. Recommends policy and procedure revisions as needed;

c. Responsible for maintaining report files for accreditation, sending out reminders of proofs of compliance due under the authority of the Chief;

d. Enforce work deadlines as they apply to the accreditation requirements. Ensures all annual and/or time-sensitive reviews, reports, audits, inventories, and inspections are completed or prepared and are submitted as required by CFA;

e. Responsible for maintaining all files and data entry via PowerDMS software;

f. Provide advice, support, and assistance by interpreting policies and procedures;

Attachment: Owens Accreditation Services Professional Services Agreement (2025-R-2 : Professional Services Agreement - Owens

g. Responsible for adherence to changes in CFA standards and current laws that pertain to those standards. Attend accreditation-related training and conferences to remain updated on requirements.

h. Accurately compile "proofs of compliance" for applicable accreditation standards; and

i. Act as a liaison between the Holly Hill Police Department, outside agencies, and the CFA.

2. **Work Made for Hire.** The Work Product shall constitute works-made-for-hire belonging exclusively to the Holly Hill Police Department. To the extent that any Work Product does not constitute a work-made-for-hire owned by the Holly Hill Police Department, the Service Provider agrees to assign and transfer all of its rights, title, and interest in such Work Product to the Holly Hill Police Department.

3. **Modifications to Work Product.** The Holly Hill Police Department retains the right to modify the Work Product or to merge the Work Product into other documents or other materials owned or utilized by the Holly Hill Police Department.

4. **Payment.** The Holly Hill Police Department agrees to pay Service Provider $_1150.00_ monthly for Services completed in accordance with the terms of this Agreement. The fee shall be payable within thirty (30) days after receipt and approval by the Holly Hill Police Department of Service Provider's invoice. The Service Provider shall not incur or charge the Holly Hill Police Department any other fees or expenses without the prior written authorization of the Chief. Performance beyond the limitations set forth in this Agreement (either financial or time period) shall be at the sole risk and responsibility of the Service Provider, and the Holly Hill Police Department shall not be obligated to pay for Services exceeding the funding or contract period of this Agreement. If the Service Provider becomes unable to perform services pursuant to this Agreement by reason of illness, incapacity, or death, compensation shall cease upon the happening of the event.

5. **Term.** The term of this Agreement shall commence on _____1, 2025, and shall continue until _____31, 20__, unless this Agreement is otherwise extended or terminated in accordance with the terms specified herein.

6. **Entire Agreement.** This Agreement represents the entire agreement between the parties hereto and supersedes all prior and contemporaneous written or oral agreements and all other communications between the parties relating to the Services to be rendered hereunder. Any additions, deletions, or modifications shall not be binding on either party unless accepted and approved in writing by duly authorized representatives of both parties. In the event of any contradictory provisions between this

Attachment: Owens Accreditation Services Professional Services Agreement (2025-R-2 : Professional Services Agreement - Owens

Agreement and the terms or other documents issued by the Holly Hill Police Department or Service Provider in connection herewith, the terms set forth in the body of this Agreement shall prevail.

IN WITNESS WHEREOF, this Professional Services Agreement has been duly executed by the authorized representatives of the parties hereto as of the date first set forth above.

Dated: _____, 2025

City of Holly Hill

By:

_____

Name:

_____

Title:

_____

Dated: _____, 2025

SERVICE PROVIDER

By:

_____

Name:

_____

Title:

_____

Attachment: Owens Accreditation Services Professional Services Agreement (2025-R-2 : Professional Services Agreement - Owens

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is made and entered into as of the _____ day of _____, 20___ (the "Effective Date"), by and between the Holly Hill Police Department and Jeffrey D. Owens (DBA) "Owens Accreditation Services, LLC (the "Service Provider") with an office located at Post Office Box 231 / 3245 NE 106 Street, Anthony, Florida.

WHEREAS the Holly Hill Police Department wishes to obtain the professional services of the Service Provider; and,

WHEREAS, the Service Provider has the knowledge, skill, and capability to perform such services for the Holly Hill Police Department.

THEREFORE, in consideration of the foregoing, the parties, intending to be legally bound, hereby agree to the following:

1. Services. The Service Provider is hereby retained by the Holly Hill Police Department, and the Service Provider agrees to provide the following services:

a. Prepare the Department for accreditation, including coordinating, overseeing, and planning the Department's adherence to standards set forth by the Commission for Florida Law Enforcement Accreditation, Inc. (CFA);

b. Maintains the department's policy manual and historical records of revised policies and procedures. Assists Command Staff with writing and/or reviewing all policies and procedures to ensure compliance with new or amended CFA standards and best practices. Recommends policy and procedure revisions as needed;

c. Responsible for maintaining report files for accreditation, sending out reminders of proofs of compliance due under the authority of the Chief;

d. Enforce work deadlines as they apply to the accreditation requirements. Ensures all annual and/or time-sensitive reviews, reports, audits, inventories, and inspections are completed or prepared and are submitted as required by CFA;

e. Responsible for maintaining all files and data entry via PowerDMS software;

f. Provide advice, support, and assistance by interpreting policies and procedures;

Attachment: Owens Accreditation Services, LLC. (2025-R-2 : Professional Services Agreement - Owens Accreditation Services, LLC)

g. Responsible for adherence to changes in CFA standards and current laws that pertain to those standards. Attend accreditation-related training and conferences to remain updated on requirements.

h. Accurately compile "proofs of compliance" for applicable accreditation standards; and

i. Act as a liaison between the Holly Hill Police Department, outside agencies, and the CFA.

2. Work Made for Hire. The Work Product shall constitute works-made-for-hire belonging exclusively to the Holly Hill Police Department. To the extent that any Work Product does not constitute a work-made-for-hire owned by the Holly Hill Police Department, the Service Provider agrees to assign and transfer all of its rights, title, and interest in such Work Product to the Holly Hill Police Department.

3. Modifications to Work Product. The Holly Hill Police Department retains the right to modify the Work Product or to merge the Work Product into other documents or other materials owned or utilized by the Holly Hill Police Department.

4. Payment. The Holly Hill Police Department agrees to pay Service Provider $ 1150.00 monthly for Services completed in accordance with the terms of this Agreement. The fee shall be payable within thirty (30) days after receipt and approval by the Holly Hill Police Department of Service Provider's invoice. The Service Provider shall not incur or charge the Holly Hill Police Department any other fees or expenses without the prior written authorization of the Chief. Performance beyond the limitations set forth in this Agreement (either financial or time period) shall be at the sole risk and responsibility of the Service Provider, and the Holly Hill Police Department shall not be obligated to pay for Services exceeding the funding or contract period of this Agreement. If the Service Provider becomes unable to perform services pursuant to this Agreement by reason of illness, incapacity, or death, compensation shall cease upon the happening of the event.

5. Term. The term of this Agreement shall commence on 1, 2024, and shall continue until 31, 20__, unless this Agreement is otherwise extended or terminated in accordance with the terms specified herein.

6. Entire Agreement. This Agreement represents the entire agreement between the parties hereto and supersedes all prior and contemporaneous written or oral agreements and all other communications between the parties relating to the Services to be rendered hereunder. Any additions, deletions, or modifications shall not be binding on either party unless accepted and approved in writing by duly authorized representatives of both parties. In the event of any contradictory provisions between this

Attachment: Owens Accreditation Services, LLC. (2025-R-2 : Professional Services Agreement - Owens Accreditation Services, LLC)

Agreement and the terms or other documents issued by the Holly Hill Police Department or Service Provider in connection herewith, the terms set forth in the body of this Agreement shall prevail.

IN WITNESS WHEREOF, this Professional Services Agreement has been duly executed by the authorized representatives of the parties hereto as of the date first set forth above.

Dated: _____, 2024

City of Holly Hill

By:

_____

Name:

_____

Title:

_____

Dated: _ _____, 2024

SERVICE PROVIDER

By:

_____

Name:

_____

Title:

_____

Attachment: Owens Accreditation Services, LLC. (2025-R-2 : Professional Services Agreement - Owens Accreditation Services, LLC)

Accreditation Academy® LLC

ADDRESS
5077 Fruitville Rd. , Ste 109-215
Sarasota , FL
34232

SENDER INFO
Areaka Jewell
+1 (305) 360-1075
areaka@accreditationacademy.net

INVOICE

INVOICE NO.
JCS-154

DATE:
11/13/2024

TERMS:
Due 12/13/2024
(Net 30)

BILL TO:
Holly Hills Police Department
bwilliams@hollyhillfl.org

Description	Quantity	Price	Amount
1. Provide the Police Department with a team of experienced accreditation professionals to facilitate the maintenance of the Florida Law Enforcement Accreditation (CFA) Program.	1	$0.00	$0.00
2. Electronically review and provide feedback on policies and procedures of the Police Department for compliance with applicable laws, established practices and accreditation standards and when necessary, provide policy research and development services.	1	$0.00	$0.00
3. Evaluate and assess the Police Department facilities, employees and operations for compliance with accreditation standards and make recommendations, as necessary. This includes on-site inspections and audits.	1	$0.00	$0.00

DRAFT

Attachment: Accreditation Academy (2025-R-2 : Professional Services Agreement - Owens Accreditation Services, LLC)

Description	Quantity	Price	Amount
4. Establish and maintain the Police Department's accreditation program files, records and documents within PowerDMS allowing for instant access and transparency for staff.	1	$0.00	$0.00
5. Implement a review calendar and report updates to ensure continued compliance with time-sensitive accreditation standards.	1	$0.00	$0.00
6. Coordinate all necessary elements of the mock and formal assessments, to include being present at the agency during the term of each assessment, as well as attend the CFA Commission meeting where the agency is reviewed.	1	$0.00	$0.00
7. Through the Consultant's unique partnership agreement with PowerDMS, provide the Police Department staff with unappareled access to online accreditation resources and training.	1	$0.00	$0.00
8. For such services, the Police Department agrees to pay the Consultant for a 12-month term, payable in flat-rate, monthly payments	12	$4,375.00	$52,500.00

Total: $52,500.00

Message

Visit our website: www.accreditationacademy.net

Attachment: Accreditation Academy (2025-R-2 : Professional Services Agreement - Owens Accreditation Services, LLC)

The City of Holly Hill

Byron Williams <bwilliams@hollyhillfl.org>

Holly Hill Police Department

Gary Barrett <barrettg@barrettaccreditationconsulting.com> Fri, Nov 15, 2024 at 2:03 PM
To: Byron Williams <bwilliams@hollyhillfl.org>

Good afternoon Chief Williams,

Thank you for contacting me and considering utilizing my services to assist with your reaccreditation. I apologize for the delay in response, but I was busy with one of my other clients yesterday and was not able to respond. For your review and consideration, I have attached an Agreement between Barrett Consulting LLC and the City of Holly Hill, and my resume. The rate for services is $40.00/per hour, billed at 15-minute increments, not to exceed 60 hours per month, unless specifically authorized by you, as a representative of the City. These services would be provided both remotely and onsite, when necessary, including mock assessment preparation, onsite assessment preparation and accreditation training. A monthly invoice would be provided for the services performed during the month, which includes a brief description of the services provided.

Please review the Agreement and my resume. Should you have any questions, please do not hesitate to contact me. I am dedicated to the accreditation process and wish to assist you and your agency in achieving reaccredited status. I am looking forward to hearing from you in the future.

Respectfully,

Gary L. Barrett, Jr.

Gary L. Barrett, Jr.
Accreditation Consultant
Barrett Consulting LLC
"A Florida Law Enforcement Accreditation Consulting Service"
barrettg@barrettaccreditationconsulting.com
(352)874-6286

From: Byron Williams <bwilliams@hollyhillfl.org>
Sent: Wednesday, November 13, 2024 4:20 PM
To: Gary Barrett <barrettg@barrettaccreditationconsulting.com>
Subject: Fwd: Holly Hill Police Department

[Quoted text hidden]
Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. The City of Holly Hill's policy does not differentiate between personal and business emails. This means email messages, including your e-mail address and any attachments and information we receive online might be disclosed to any person or media making a public records request. E-mail sent on the City system will be considered public and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If you are an individual whose identifying information is exempt under 119.071, Florida Statutes, please so indicate in your email or other communication. If you have any questions about the Florida public records law refer to Chapter 119 Florida Statutes.

Attachment: Barrett Consulting (2025-R-2 : Professional Services Agreement - Owens Accreditation Services, LLC)

Attachment: Barrett Consulting (2025-R-2 : Professional Services Agreement - Owens Accreditation Services, LLC)

INDEPENDENT CONTRACTOR AND HOLD HARMLESS/INDEMNITY AGREEMENT

THIS AGREEMENT is made as of the ~~,~~ ~~23~~ day of ~~September~~May, in the year ~~2021~~2022, between **THE CITY OF ~~LEESBURG~~HOLLY HILL,** a Florida Municipal Corporation, whose address is ~~501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630~~ (hereinafter referred to as the **"CITY"**) and ~~Julie Bruck~~Gary Barrett~~,~~ (Barrett Consulting, LLC), (hereinafter referred to as the **"Contractor"**).

WHEREAS, the **Contractor** has agreed to provide limited Independent Contractor/Consultant services on an as needed basis, and in doing so, the **Contractor** agrees to be bound by the terms of this Independent Contractor Agreement and Hold Harmless/Indemnity Agreement (hereafter the **"Agreement"**).

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this **Agreement**, and for other good and valuable considerations, the parties agree as follows:

1. **Services. Contractor** shall provide periodic consulting assistance and on an "as needed" basis upon request from the **CITY**. Although this **Agreement** contemplates that some services may be provided remotely, **Contractor** may~~shall~~, when necessary~~at all times possible~~, perform the work on the **CITY'S** premises. **Contractor** may use whatever reasonable manner or method chosen by the **Contractor** to be the best method to perform the services under this **Agreement** in accordance and compliance with the rules, regulations, intent and integrity of the **CITY** Code of Ordinances, and any other applicable State and Federal Laws. Nothing herein shall limit the **CITY'S** right to obtain proposals or services from other professionals for similar projects.

2. **Independent Contractor.** It is the parties' intention that the **Contractor** is an independent contractor with respect to the **CITY** and not an employee of the **CITY** for all purposes, and including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, Federal Unemployment Tax, the provisions of the Internal Revenue Code, and Chapters 440, 443, and 448, Florida Statutes, and that no Employer-Employee relationship is formed by entering into this **Agreement.** The **Contractor** is and shall act at all times as an independent contractor, and has no authority to act as an agent for or on behalf of the **CITY** to any contract or in any other manner. The **CITY** will not provide fringe benefits, health insurance, workers'~~s~~ compensation insurance coverage, liability insurance coverage, benefits, paid vacation or sick leave, retirement benefits or any other form of employment benefits, to, or for the benefit of the Contractor. The Contractor maintains a separate business and is no way affiliated with the **CITY.**

3. **Compensation.** In consideration of the services by the **Contractor** pursuant to this **Agreement,** a fee will be paid by the **CITY** for services provided in the amount(s) outlined in **Addendum 1,** attached hereto and dated ~~September 2, 2021~~May 23, 2022. **Contractor** shall not provide more than sixty (XX60) ~~40~~ hours of services per month, unless additional hours are authorized by the CITY~~week~~ pursuant to this

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Attachment: Barrett Consulting (2025-R-2 : Professional Services Agreement - Owens Accreditation Services, LLC)

Agreement, nor shall the service fees change unless this **Agreement** is modified in writing executed by both parties. The **Contractor** shall provide an invoice for services rendered prior to any payment by the **CITY**. Compensation is payable to the **Contractor's** business within a reasonable time after the **CITY's** receipt of **Contractor's** invoice, which shall evidence the hours worked and a brief description of the services provided.

4. **Expenses. Contractor** shall be responsible for the payment of all expenses incurred in performing this **Agreement**, including but not limited to automobile and equipment expenses, all taxes, permits, professional licenses, fees and insurance required to perform this **Agreement** except as provided herein. The **CITY** will provide **Contractor** with a laptop (if needed), which will contain all current and existing software licenses for the computer that will enable Contractor~~him~~ to perform the work contemplated by this **Agreement**. In the event of termination of this **Agreement**, **Contractor** must return all City issued items/equipment with existing software. If **Contractor** is required to travel to perform work on the **CITY's** premises with the **CITY's** authorization, **Contractor** may also bill the **CITY** for reasonable mileage and actual meal expenses incurred as a result of the work at a rate not to exceed the current prevailing **CITY** endorsed mileage reimbursement and meal expense rates. The **CITY** shall not be liable for any expenses incurred by **Contractor**, and **Contractor** hereby indemnifies and holds the **CITY** harmless from all such expenses incurred by **Contractor**. Furthermore, the **CITY** is not obligated to ~~shall not~~ provide any office space or space for storage of equipment, vehicles, or tools to **Contractor**.

5. **Taxes and Licenses. Contractor** shall not be treated as an employee with respect to the services performed hereunder for federal and state tax purposes, or otherwise. Neither federal, nor state income taxes or payroll taxes of any kind shall be withheld or paid by the **CITY** on behalf of **Contractor**. **Contractor** is responsible to pay **Contractor's** own income tax, self-employment tax, and occupational taxes or fees. **Contractor** declares that he has complied with, and will continue to comply with, all federal, state and local laws regarding business permits, certificates, licenses and other applicable qualifications that may be required to carry out the work to be performed under this **Agreement,** and will continue to maintain such permits, certificates, licenses, and other applicable qualifications at his own expense throughout the duration of this **Agreement.**

6. **Access to Records. Contractor** will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the **CITY** during **Contractor's** normal business hours. Said records will be maintained for a period of three (3) years after the date of the invoice.

7. **Retention of Information and Property.** The **Contractor** understands and acknowledges that he may obtain or create information or property during the course of performing this Agreement arising out of the work performed for the **CITY**, and may be in possession of such information or property that the **CITY** requires to continue its operations related to this **Agreement** after its termination. The **Contractor** shall return all such information and property to the **CITY** within 5 days of termination of this **Agreement**.

8. **Insurance. Contractor** shall maintain and provide his own automobile insurance and shall also provide workers' compensation insurance coverage for **Contractor** (if non-exempt) and **Contractor's** own employees (if applicable) if required by Florida law.

Attachment: Barrett Consulting (2025-R-2 : Professional Services Agreement - Owens Accreditation Services, LLC)

Contractor shall provide proof of any insurance required by this **Agreement** at any time upon request by the **City.**

9. **Term/Termination.** This **Agreement** may be terminated by either party upon 14 days' notice with or without cause and without any reason given by either party.

10. **Release and Hold Harmless. Contractor HEREBY COVENANTS NOT TO SUE, AGREES TO HOLD HARMLESS, RELEASES, WAIVES, AND FOREVER DISCHARGES** the **CITY** and their past and present officers, managers, commissioners, mayors, agents, employees, affiliates, representatives, successors and assigns of all liability that **Contractor** or **Contractor's** employees, agents, executors, administrators, personal representatives, assigns, heirs, and next of kin, have against them for any and all loss or damage, and any claims or demands thereof, on account of injury to **Contractor's** person, employees, agents, or property or resulting in agent's performance of any services pursuant to this **Agreement,** including any claims under Chapter 440, 443, and 449 Florida Statutes; The Rehabilitation Act of 1973; The Americans with Disabilities Acts; The Florida Civil Rights Act; Title VII of the Civil Rights Act of 1964 and 1991; Age Discrimination in Employment and Older Worker Protection Acts; Equal Pay Act of 1963; the Reconstruction Era Civil Rights Acts; 42 U.S.C. Section 1983; The Florida Whistle Blowers Act; The Fair Labor Standards Act; The Family and Medical Leave Act; The Affordable Care Act; all laws governing Reductions in Force (RIF); The United States Constitution; The Florida Constitution; and/or any other federal or state statute or law which may apply to contracts, independent contractor or consultant relationships, negligence, wages, labor and employment, civil rights, employment discrimination, and employee benefits, whether causes by the negligence, action or inaction of the **CITY** or otherwise.

11. **Indemnity. CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS** the **CITY** from and against any loss, liability, damage, or cost the **CITY** may incur or be subjected to, including but not limited to any injuries, death, damage or loss claimed by any third party or parties, attorney's fees and costs, on account of **Contractor's** negligence, errors, omissions, or intentional tort or breach of this **Agreement** committed during, arising out of or in any way connected with **Contractor's** performance of any services pursuant to this **Agreement,** regardless of whether caused solely or concurrently by the active or passive negligence of the **CITY**, its employees, officers, managers, commissioners, mayors or agents. In addition to this **Agreement** to indemnify the **CITY**, should the **CITY**, incur any such costs or claims and pay all or some portion of the costs or claims, **Contractor** agrees to reimburse the **CITY** for any and all monies paid by the **CITY** as a result of such costs or claims. In the event the **CITY** files any action to enforce **Contractor's** obligations under this **Agreement, Contractor** further agrees to indemnify and reimburse the **CITY** for any and all costs and attorney's fees incurred by the **CITY** to enforce this **Agreement.**

12. **Approval of Personnel.** The **CITY** reserves the right to approve and consent to other persons actually performing the **Contractor** services on behalf of **Contractor** pursuant to this **Agreement.** If the **CITY**, in its sole discretion, is dissatisfied with, or does not consent to the person or persons actually performing the services on behalf of **Contractor** pursuant to this **Agreement, CITY** may require **Contractor** assign a different person or persons be designated to be the contact person or to perform the **Contractor** services hereunder.

Attachment: Barrett Consulting (2025-R-2 : Professional Services Agreement - Owens Accreditation Services, LLC)

13. **Disclosure of Conflict.** The **Contractor** has an obligation to disclose to the **CITY** any situation that, while acting pursuant to this **Agreement**, would create a potential conflict of interest between the **Contractor** and his duties under this **Agreement**.

14. **Governing Law and Assignability.** This **Agreement** shall be governed, construed and interpreted and enforced in accordance with the laws of the State of Florida. In the event of any litigation arising under or construing this **Agreement**, venue shall lie only in Lake County, Florida. Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to this **Agreement**, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and entire **Agreement** are binding on the heirs, successors, and assigns of the parties hereto.

15. **No Third-Party Beneficiaries.** This **Agreement** gives no rights or benefits to anyone other than **Contractor** and the **City.**

16. **Entire Agreement.** The **Contractor** affirms and understands that this **Agreement** constitutes the entire, full and complete understanding between the **Contractor** and the **CITY** and attests that he has not relied in any way upon any representations, promises, agreements, arrangements, or understandings which are not fully and expressly contained herein.

17. **Modification.** This **Agreement** may only be modified in writing, signed by both parties. There are no representations, agreements, arrangements, or understandings, verbal or written, between and among the parties hereto relating to the subject matter of this **Agreement** which are not fully expressed herein.

18. **Severability.** If any provision of this **Agreement** shall be held invalid or unenforceable, all other provisions shall remain in full force and effect to the extent allowed by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

"CONTRACTOR"

_____ Date:_____
~~Julie Bruck~~Gary Barrett
Barrett Consulting LLC.

"CITY"
The City of ~~Leesburg~~Holly Hill, Florida

By: _____ Date: _____
~~Al Minner~~_____, City Manager

Attachment: Barrett Consulting (2025-R-2 : Professional Services Agreement - Owens Accreditation Services, LLC)

~~September 1, 2021~~~~May 23~~, 2022
~~Julie Bruck~~Gary Barrett of Barrett Consulting LLC

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Addendum 1

1. **Purpose.** **Contractor** shall serve the primary purpose and have authority and responsibility to conduct the following work ~~of "Development Review Coordinator"~~ for the ~~Community Development~~Police Department of the **CITY.** Said duties shall include but are not limited to: intake, processing, review, recommendations, communications and all other functions in regard to the coordination and management of the Commission for Florida Law Enforcement Accreditation (CFA) law enforcement accreditation ~~"Development Review Committee" (DRC)~~ of the City of ~~Leesburg~~Holly Hill Police Department. ~~.~~Other functions, such as those overseen by an Accreditation Manager ~~Senior Planner~~~~including those included within the range of the job description of Senior Planner,~~ may be assigned on an as-needed basis. **Contractor** agrees to report the current status of all accreditation ~~DRC~~ projects at a minimum of once per week, to the **CITY.**

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2. **Location.** **CITY** may, but is not obligated to,~~shall~~ provide to the **Contractor** office space, computers, telephone and all such material and supplies to perform the purpose noted above. **Contractor** ~~may~~shall perform the work described herein at the ~~*office of the Planning & Zoning Division, 204 North Fifth Street*~~*Holly Hill Police Department, 1065 Ridgewood Avenue, Holly Hill, Florida, 32117~~, ~~*Leesburg, Florida, 34748*~~. **Contractor** may perform offsite work at such time as adequate electronic communication devices, including telephone, email, computer software services are fully available at the offsite location, as outlined under the SERVICES section of this **Agreement**.

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3. **Compensation.** **Contractor** and **CITY** hereby agree to a fee of $~~45~~40~~50~~.00 per hour, billed at minimum increments of 15 minutes. **Contractor** shall invoice the **CITY** on a monthly basis.

"CONTRACTOR"

_____
~~Julie Bruck~~Gary Barrett
Barrett Consulting LLC

Date: _____

"CITY"

The City of ~~Leesburg,~~Holly Hill, Florida

Attachment: Barrett Consulting (2025-R-2 : Professional Services Agreement - Owens Accreditation Services, LLC)

Manager

By: _____
~~Al Minner~~_____, City

Date: _____

Attachment: Barrett Consulting (2025-R-2 : Professional Services Agreement - Owens Accreditation Services, LLC)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **January 14, 2025**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Grant Agreement H1114 with the Florida Division of Emergency Management in the Amount of $360,000 for the Provision and Installation of Three (3) Lift Station Bypass Pumps, Approving a Budget Amendment Request Transferring $479,289 to Fully Fund This Project Prior to Reimbursement and Authorizing the City Manager to Execute the Same; Providing Severability; and Providing for an Effective Date.**
NUMBER: **2025-R-3**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill has qualified for a $360,000 grant through the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Project for the provision and installation of three (3) sewer bypass pumps to serve lift stations 7, 14 and 16 respectively. This grant will be administered through the State of Florida Division of Emergency Management agreement H1114. This agreement is included under "Exhibit A".

During natural disasters, especially severe atmospheric events such as hurricanes and tropical storms, extensive damage can occur to the city's electrical power distribution grid. A loss of power at lift stations can cause sewage to overflow, requiring immediate and costly pump outs, emergency cleaning and the hauling off of sewage. More importantly, the loss of power can cause sewage to back up into homes and businesses. Bypass pumps add resiliency to the critical wastewater infrastructure by ensuring uninterrupted continuity of operation of the system during power outages.

The three lift stations identified to receive bypass pumps serve approximately 586 homes and businesses are:

- Lift Station #7 is located at 1300 Riverside Drive (Riverside Drive/Walker Street)
- Lift Station #14 is located at 660 6th Street (6th Street/Dahlia Avenue)
- Lift Station #16 is located at 834 8th Street (8th Street/Narcissus Avenue)

FISCAL ANALYSIS:

This grant is a cost reimbursement grant. As such, the City will need to cover the full amount of the project, estimated to be $479,289, until such time that reimbursement is received. Reimbursement will be given for 75% of the project cost for an anticipated $337,500. The City will be responsible for the remaining 25% of the project cost for an anticipated $119,289.

Additionally, the grant allows for up to $22,500 in 100% reimbursable costs for grant management. The expenses for grant management are encumbered through an agreement with Tetra Tech awarded by the City Commission on July 25, 2023 via Resolution 2023-R-35. This brings the total project cost to $479,289 and the total grant award to $360,000.

A request for a budget amendment is attached under "Exhibit B" which allows for the transfer of funds to cover the project cost of $479,289.

STAFF RECOMMENDATION:

Approve grant agreement H1114 with the Florida Division of Emergency Management in the amount of $360,000 for the provision and installation of three (3) lift station bypass pumps, approve a budget amendment request transferring $479,289 to fully fund this project prior to reimbursement and authorize the City Manager to execute the same.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVING GRANT AGREEMENT H1114 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT IN THE AMOUNT OF $360,000 FOR THE PROVISION AND INSTALLATION OF THREE (3) LIFT STATION BYPASS PUMPS, APPROVING A BUDGET AMENDMENT REQUEST TRANSFERRING $479,289 TO FULLY FUND THIS PROJECT PRIOR TO REIMBURSEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A- HMGP Agreement H1114 (PDF)
- Exhibit B - BAR HMGP Grant H1114 (PDF)

Resolution No. 2025-3

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING GRANT AGREEMENT H1114 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT IN THE AMOUNT OF $360,000 FOR THE PROVISION AND INSTALLATION OF THREE (3) LIFT STATION BYPASS PUMPS, APPROVING A BUDGET AMENDMENT REQUEST TRANSFERRING $479,289 TO FULLY FUND THIS PROJECT PRIOR TO REIMBURSEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING GRANT AGREEMENT H1114 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT IN THE AMOUNT OF $360,000 FOR THE PROVISION AND INSTALLATION OF THREE (3) LIFT STATION BYPASS PUMPS, APPROVING A BUDGET AMENDMENT REQUEST TRANSFERRING $479,289 TO FULLY FUND THIS PROJECT PRIOR TO REIMBURSEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires that redundant power is made available to lift stations in order to mitigate flooding damages that may occur due to disruptions in the power grid through the installation of dedicated bypass pumps; and

WHEREAS, the City has been offered a grant award from the Florida Division of Emergency Management in the amount of $360,000 towards the provision and installation of bypass pumps serving lift stations 7, 14 and 16; and

WHEREAS, since this is a cost reimbursement grant, a budget amendment in the amount of $479,289 is required to make funds available to fully fund for the bypass pumps project until such time that reimbursement is received.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill approves project 2673-093-R, contract H1114 for a grant award in the amount of $360,000 for the provision and installation of bypass pumps to serve lift stations 7, 14 and 16, and authorizes the City Manager to execute the same.

SECTION 2. That the City Commission of the City of Holly Hill approves a budget amendment in the amount of $479,289 and authorizes the City Manager to execute the same

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of JANUARY, 2025.

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Holly Hill
PROJECT #:	4673-093-R
PROJECT TITLE:	City of Holly Hill, Lift Station Upgrades, Infrastructure Retrofit
CONTRACT #:	H1114
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)
Steven Juengst Public Works Administrative Manager 1065 Ridgewood Avenue Holly Hill, Florida 32117

Enclosed is your copy of the proposed contract/modification between **City of Holly Hill** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☐	This form is required to be included with all Reviews, Approvals, and Submittals
☐	Reviewed and Approved
☐	Signed & Dated Electronic Copy by Official Representative
☐	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment M – Foreign County of Concern Affivadit completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (321) 209-6979 or email me at Abigail.Herrick@em.myflorida.com.

Attachment: Exhibit A- HMGP Agreement H1114 (2025-R-3 : HMGP Grant - Lift Station Bypass Pumps)

Agreement Number: **H1114**

Project Number: **4673-093-R**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	City of Holly Hill
Sub-Recipient's unique entity identifier (UEI/FEIN):	ZK7ZUMNURSG6/59-6000337
Federal Award Identification Number (FAIN):	FEMA-DR-4673-FL
Federal Award Date:	August 7, 2024
Subaward Period of Performance Start and End Date:	August 31, 2027
Amount of Federal Funds Obligated by this Agreement:	$360,000.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$360,000.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$360,000.00
Federal award project description (see FFATA):	Infrastructure Retrofit
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Abigail.Herrick@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

Attachment: Exhibit A- HMGP Agreement H1114 (2025-R-3 : HMGP Grant - Lift Station Bypass Pumps)

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Holly Hill, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

Attachment: Exhibit A- HMGP Agreement H1114 (2025-R-3 : HMGP Grant - Lift Station Bypass Pumps)

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Abigail Herrick
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 321-209-6979
Email: Abigail.Herrick@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

Attachment: Exhibit A- HMGP Agreement H1114 (2025-R-3 : HMGP Grant - Lift Station Bypass Pumps)

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Steven Juengst
   Public Works Administrative Manager
   1065 Ridgewood Avenue
   Holly Hill, Florida 32117
   Telephone: 386-248-9463
   Email: sjuengst@hollyhillfl.org

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on August 7, 2024 and shall end on August 31, 2027, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. §200.1, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement (“Budget and Scope of Work”).

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(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$**360,000.00.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

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the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) RECORDS

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a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

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particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

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from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and

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Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

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c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the

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Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

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d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The

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Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

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vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract

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provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

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c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

Attachment: Exhibit A- HMGP Agreement H1114 (2025-R-3 : HMGP Grant - Lift Station Bypass Pumps)

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

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j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or

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employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

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c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order

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11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

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(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

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If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following

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affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: City of Holly Hill

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date:_____

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EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$**360,000.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Retrofitting of existing buildings and facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

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Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protective measures to three (3) sewage lift stations, in Holly Hill, Volusia County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-093-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Holly Hill, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide protection to three (3) sewage lift stations located in Holly Hill, Florida, 32117.

The proposed scope of work shall provide protection by purchasing and installing three (3) permanent diesel operated bypass pumps and three (3) diesel fuel tanks, one at each location. The bypass pumps shall have a minimum capacity of 500 GPM (gallons per minute) or the adequate capacity determined. The diesel pump fuel tanks, ranging from 25 to 40 gallons in capacity, shall be located adjacent to each bypass pump. This setup will provide a runtime between 12-72 hours for the equipment. The city will use its own refueling process and staff, sourcing fuel from the diesel tank at Holly Hill's Public Works yard. City staff will handle refueling for testing, maintenance, and inspection following activation. The project includes installation of a concrete pad and containment system, the necessary pipes, flanges, and valves to connect the bypass pump to the lift station and electrical panel and appurtenances. These lift stations are unprotected and do not currently have sources of backup during power outages. This project shall reduce the risk of sewer overflow to the lift stations and allow the lift stations to continue to maintain service and operate during future power outages.

The bypass pumps and electrical components shall be protected against a 500-year (0.2% annual chance) flood event by implementing specific activities or by locating them outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel bypass pumps and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Name/Station	Location	Coordinates
1)	Lift Station-#7	Riverside Drive, Holly Hill, Florida 32117	(29.25138, -81.03798)
2)	Lift Station-#14	Dahlia Avenue, Holly Hill, Florida 32117	(29.23096, -81.04866)
3)	Lift Station-#16	Narcissus Avenue, Holly Hill, Florida 32117	(29.23339, -81.05240)

TASKS & DELIVERABLES:

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A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

   The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

   The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

   The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

   Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

   The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

   The project shall protect the structure from high windstorms which shall allow the function of the structures to continue following a severe wind event.

   The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

   Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

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Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

a) Copy of permit(s), notice of commencement.

b) Local Building Official Inspection Report and Final Approval.

c) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and an electronic version (via email or CD), as applicable.

d) Certified Letter of Completion:

   1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and

   2. Certifying Compliance with all applicable codes.

e) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

f) Verification letter or documentation showing the pumps and electrical components are protected to the 500-year (0.2% annual chance) flood elevation.

g) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

   The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

   The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

   Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

   Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

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Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices, which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) <u>Deliverables:</u>

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Mitigation Activities consist of providing protection and implementing measures to improve three (3) sewage lift stations, located in Holly Hill, Florida 32117. The project shall purchase and install three (3) permanent diesel operated bypass pumps and three (3) diesel fuel tanks, one at each location. Installation includes a concrete pad, containment system, pipes, flanges, valves, connections, electric panel and appurtenances.

The bypass pumps and electrical components shall be protected against a 500-year (0.2% annual chance) flood event by implementing specific activities or by locating them outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel bypass pumps and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
3) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet or exceed the wind and impact standards of the current local codes.

D) Environmental:

1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall

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require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.

3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions. Consultation with the Floodplain manager is required to ensure the project is in compliance with local floodplain ordinances/regulations.

5) The pumps and electrical components are supporting a critical action and must be protected to the 500 year (0.2% annual chance) flood elevation. The Sub-Recipient shall submit documentation to the State and FEMA documenting compliance with this condition.

6) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.

E) <u>Programmatic:</u>

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the impact to the budget.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished, and documentation submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

8) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

9) Special Conditions required on implementation of project:

   a) EO 11988 PROGRAM CONDITION: Per EO 11988 and 44 CFR Part 9.12(f) requirements, project cannot be obligated until 08/01/2024. **Source of condition:** Executive Order 11988 – Floodplains **Monitoring Required: No**

   b) EO 11988 CONDITION: The pumps and electrical component are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. The Sub-Recipient

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must submit documentation to the State and FEMA documenting compliance with this condition. **Source of condition:** Executive Order 11988 – Floodplains **Monitoring Required: No**

10) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

   a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

   b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

   c) SRMC cannot exceed 5% of the total project costs awarded.

   d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

   e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

   f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4673-093-R**. It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on August 7, 2024; and the Period of Performance for this project shall end on **August 31, 2027.**

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

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SCHEDULE OF WORK

State Contracting:	3	Months
Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	3	Months
Permitting:	3	Months
Construction / Installation:	15	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	3	Months
Closeout Compliance:	3	Months
Total Period of Performance:	**36**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$342,017.00	$252,700.34	$89,316.66
Labor:	$30,413.00	$22,470.74	$7,942.26
Fees:	$84,359.00	$62,328.92	$22,030.08
Initial Agreement Amount:	**$456,789.00**	**$337,500.00**	**$119,289.00**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$456,789.00**	**$337,500.00**	**$119,289.00**
****SRMC**			
SRMC:	$22,500.00	$22,500.00	
SRMC Total:	**$22,500.00**	**$22,500.00**	

**Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*** ***This project has an estimated $0.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

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Project Management costs are included for this project in the amount of $0.00.

***** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $22,500.00 in Federal funding.** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	**$337,500.00**	(73.885316853%)
Non-Federal Share:	**$119,289.00**	(26.114683147%)
Total Project Cost:	**$456,789.00**	**(100.00%)**
SRMC (100% Federal)	$22,500.00	

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Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Program and Policy Guide, 2023;

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

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(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
a. a public facility that is open on all sides and functionally related to a designed open space;
b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference, HMA Program and Policy Guide, 2023, G.3. Award Extensions, paragraph 3.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

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(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

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Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

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recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

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(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

Attachment: Exhibit A- HMGP Agreement H1114 (2025-R-3 : HMGP Grant - Lift Station Bypass Pumps)

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Attachment: Exhibit A- HMGP Agreement H1114 (2025-R-3 : HMGP Grant - Lift Station Bypass Pumps)

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

Attachment: Exhibit A- HMGP Agreement H1114 (2025-R-3 : HMGP Grant - Lift Station Bypass Pumps)

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
a. Safety Hazard Present
b. Health Hazards Present
c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment: Exhibit A- HMGP Agreement H1114 (2025-R-3 : HMGP Grant - Lift Station Bypass Pumps)

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Holly Hill

REMIT ADDRESS: 1065 Ridgewood Avenue

CITY: Holly Hill STATE: Florida ZIP CODE: 32117

PROJECT TYPE: Infrastructure Retrofit PROJECT #: 4673-093-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1114

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: ____ N/A ____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 73.885316853%	Obligated Local Non-Federal 26.114683147%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____ DIVISION DIRECTOR

APPROVED FOR PAYMENT $ _____ DATE

Attachment: Exhibit A- HMGP Agreement H1114 (2025-R-3 : HMGP Grant - Lift Station Bypass Pumps)

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Holly Hill
PAYMENT #:
PROJECT TYPE: Infrastructure Retrofit
PROJECT #: **4673-093-R**
PROGRAM: Hazard Mitigation Grant Program
CONTRACT #: H1114

	REF NO[2]	DATE[3]	DOCUMENTATION[4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents			***% completion of the project.***	***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment: Exhibit A- HMGP Agreement H1114 (2025-R-3 : HMGP Grant - Lift Station Bypass Pumps)

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: CITY OF HOLLY HILL

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20___-20___ Anticipated Expenditures for First Three Months of Contract
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment: Exhibit A- HMGP Agreement H1114 (2025-R-3 : HMGP Grant - Lift Station Bypass Pumps)

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: City of Holly Hill **PROJECT #:** 4673-093-R

PROJECT TYPE: Infrastructure Retrofit **CONTRACT #:** H1114

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:**

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: Contract Expiration Date:
Date Deliverables Submitted: Closeout Requested Date:

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC):

Signature: Phone:

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:*

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: *Reviewer:* *Project Manager*

Attachment: Exhibit A- HMGP Agreement H1114 (2025-R-3 : HMGP Grant - Lift Station Bypass Pumps)

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment: Exhibit A- HMGP Agreement H1114 (2025-R-3 : HMGP Grant - Lift Station Bypass Pumps)

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Holly Hill
Sub-Recipient's Name

H1114
DEM Contract Number

4673-093-R
FEMA Project Number

Attachment: Exhibit A- HMGP Agreement H1114 (2025-R-3 : HMGP Grant - Lift Station Bypass Pumps)

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4673-093-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 360,000.00

OBLIGATION/ACTION DATE: August 7, 2024

SUBAWARD DATE (if applicable):

UEID/SAM#: ZK7ZUMNURSG6

Attachment: Exhibit A- HMGP Agreement H1114 (2025-R-3 : HMGP Grant - Lift Station Bypass Pumps)

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide protection to three (3) sewage lift stations located in Holly Hill, Florida, 32117.

The proposed scope of work shall provide protection by purchasing and installing three (3) permanent diesel operated bypass pumps and three (3) diesel fuel tanks, one at each location. The bypass pumps shall have a minimum capacity of 500 GPM (gallons per minute) or the adequate capacity determined. The diesel pump fuel tanks, ranging from 25 to 40 gallons in capacity, shall be located adjacent to each bypass pump. This setup will provide a runtime between 12-72 hours for the equipment. The city will use its own refueling process and staff, sourcing fuel from the diesel tank at Holly Hill's Public Works yard. City staff will handle refueling for testing, maintenance, and inspection following activation. The project includes installation of a concrete pad and containment system, the necessary pipes, flanges, and valves to connect the bypass pump to the lift station and electrical panel and appurtenances. These lift stations are unprotected and do not currently have sources of backup during power outages. This project shall reduce the risk of sewer overflow to the lift stations and allow the lift stations to continue to maintain service and operate during future power outages.

The bypass pumps and electrical components shall be protected against a 500-year (0.2% annual chance) flood event by implementing specific activities or by locating them outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel bypass pumps and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Name/Station	Location	Coordinates
1)	Lift Station-#7	Riverside Drive, Holly Hill, Florida 32117	(29.25138, -81.03798)

Attachment: Exhibit A- HMGP Agreement H1114 (2025-R-3 : HMGP Grant - Lift Station Bypass Pumps)

2)	Lift Station-#14	Dahlia Avenue, Holly Hill, Florida 32117	(29.23096, -81.04866)
3)	Lift Station-#16	Narcissus Avenue, Holly Hill, Florida 32117	(29.23339, -81.05240)

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

Attachment: Exhibit A- HMGP Agreement H1114 (2025-R-3 : HMGP Grant - Lift Station Bypass Pumps)

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment: Exhibit A- HMGP Agreement H1114 (2025-R-3 : HMGP Grant - Lift Station Bypass Pumps)

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

Attachment: Exhibit A- HMGP Agreement H1114 (2025-R-3 : HMGP Grant - Lift Station Bypass Pumps)

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

Attachment: Exhibit A- HMGP Agreement H1114 (2025-R-3 : HMGP Grant - Lift Station Bypass Pumps)

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment: Exhibit A- HMGP Agreement H1114 (2025-R-3 : HMGP Grant - Lift Station Bypass Pumps)

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

Attachment: Exhibit A- HMGP Agreement H1114 (2025-R-3 : HMGP Grant - Lift Station Bypass Pumps)

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

Attachment: Exhibit A- HMGP Agreement H1114 (2025-R-3 : HMGP Grant - Lift Station Bypass Pumps)

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:	
Title:	
Agency Agreement/Contract #	
Total Contract Amount	
Contract Term:	

Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

Attachment: Exhibit A- HMGP Agreement H1114 (2025-R-3 : HMGP Grant - Lift Station Bypass Pumps)

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT – PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City:_____State:_____Zip: _____

Phone Number: _____

Email Address:_____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

Attachment: Exhibit A- HMGP Agreement H1114 (2025-R-3 : HMGP Grant - Lift Station Bypass Pumps)

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2024-2025

Requesting Department		Date
Public Works		1/14/202

ADD FUNDS FROM ACCOUNT NUMBER	ACCOUNT DESCRIPTION:	AMOUNT:
001-0000-331-1100	FEMA-HMGP GRANT	$360,000.0
407-0000-389-1000	Prior Year Carryover	$119,289.0
495-0000-381-1001	Transfer from General Fund	$22,500.0
407-0000-381-1001	Transfer from General Fund	$337,500.0
	Total	$839,289.0

ADD FUNDS TO ACCOUNT NUMBER:		
001-8110-581-9190	Transfer to Other Funds	$360,000.0
495-3040-534-3400	Other Services - Tetra Tech	$22,500.0
407-8110-580-6300	Machinery & Equipment	$456,789.0
	Total	$839,289.0

Purpose of Transfer: (include as much detail as possible)

To create budget for the FEMA HMGP grant for the purchase of three (3) lift station bypass pumps and grant management provided by Tetra Tech per resolution 2023-R-35. This amendment requires transfers because the expenditures will occur in multiple funds. Total grant revenue is $360,000 requiring a match of $119,289.00 which will be from fund balance.

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

---------- Management Approvals----------

Department Head Signature Date

Attachment: Exhibit B - BAR HMGP Grant H1114 (2025-R-3 : HMGP Grant - Lift Station Bypass Pumps)

City Manager Signature _____ Date _____

---------- For Finance Use Only ----------

Step 1: Finance Review

Finance Director Signature _____ Date _____

Step 2: Budget Adjustment Entry

Funds are available for this request? Yes____ No ____

Tyler Packet # _____

Employee Signature _____ Date _____

Attachment: Exhibit B - BAR HMGP Grant H1114 (2025-R-3 : HMGP Grant - Lift Station Bypass Pumps)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **January 14, 2025**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Agreement with FPL in the Amount of $3,402,555 as an Option Where All of the Work is to be Completed by FPL with Listed Exceptions and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2025-R-4**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill has received a proposal from FPL for the removal of overhead utilities along Ridgewood Avenue from Walker Street to northern city limits that include the removal of all existing poles and the installation of underground power grid that will make it more effective during a storm and will reduce the chances of power outages during storms and eliminate the power poles and pole removal along the corridor.

The proposal included three options:

. FPL will perform all work in the attached proposal at a cost of $3,402,535.00.

. The city precure conduit installation with a tracer line and equipment pad installation at a cost of $2,140,556.00.

. The city precure all underground work at a cost of $1,569,115.

All of these cost include the city will be responsible for:

- Site restoration (sod, landscaping, pavement, sidewalks, etc.).
- Rearrangement of customer electric service entrances (requires electrician) from overhead to underground. Also, additional customer expense if local inspecting authorities require customer wiring to be brought up to current codes.
- Replacement of street and security lighting currently attached to the poles being removed.
- Removal and burial of other utilities (e.g. telecom, CATV, etc.).
- Any project scope changes that modify the enclosed drawings.
- Acquiring, describing, securing and recording of easements for underground.
-

- Staff is recommending the first option as the best option in the interest of the city, the experience of the first portion Phases 1 and 2 of the undergrounding project has caused a lot of delays due to the fact that two contractors were on the job and each was being delayed by the initial work that was completed. This option will keep the responsibility on FPL and the same contractor will be laying the conduit is installing the power lines as the conduits are installed underground to reduce the time of construction..

- **FINANCIAL ANALYSIS:**

- The final amount needed for this payment $3,402,555 is budgeted in account #139-8110-580-6300 and Community Redevelopment fund balance.

- **STAFF RECOMMENDATION**:

- To approve and authorize the City Manager to execute the attached agreement with FPL to attached invoice and full payment of cost to be paid of $3,402,555 as option where all of the work is to be done by FPL without the following items:

  - Site restoration (sod, landscaping, pavement, sidewalks, etc.).
  - Rearrangement of customer electric service entrances (requires electrician) from overhead to underground. Also, additional customer expense if local inspecting authorities require customer wiring to be brought up to current codes.
  - Replacement of street and security lighting currently attached to the poles being removed.
  - Removal and burial of other utilities (e.g. telecom, CATV, etc.).
  - Any project scope changes that modify the enclosed drawings.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE ATTACHED AGREEMENT WITH FPL FOR PAYMENT OF COST TO BE PAID IN THE AMOUNT OF $3,402,555 AS AN OPTION WHERE ALL OF THE WORK IS TO BE COMPLETED BY FPL WITH LISTED EXCEPTIONS.

ATTACHMENTS:

- Phase 3 FPL Construction Plans Dec 2024 (PDF)
- FPL Phase 3 Option 1 - FPL - Dec 2024 (1) (PDF)
- FPL Phase 3 Option 2 (PDF)

- FPL Phase 3 Option 3 (PDF)

Resolution No. 2025-4

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE AGREEMENT WITH FPL IN THE AMOUNT OF $3,402,555 AS AN OPTION WHERE ALL OF THE WORK IS TO BE COMPLETED BY FPL WITH LISTED EXCEPTIONS AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE AGREEMENT WITH FPL IN THE AMOUNT OF $3,402,555 AS AN OPTION WHERE ALL OF THE WORK IS TO BE COMPLETED BY FPL WITH LISTED EXCEPTIONS AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the City has received a proposal from FPL for the removal of overhead utilities along Ridgewood Avenue from Walker Street to the northern City limits that includes the removal of all existing poles and the installation of underground power grid; and

WHEREAS, staff recommends approval of the FPL option 1, where FPL will perform all work from installing the conduits and power lines.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

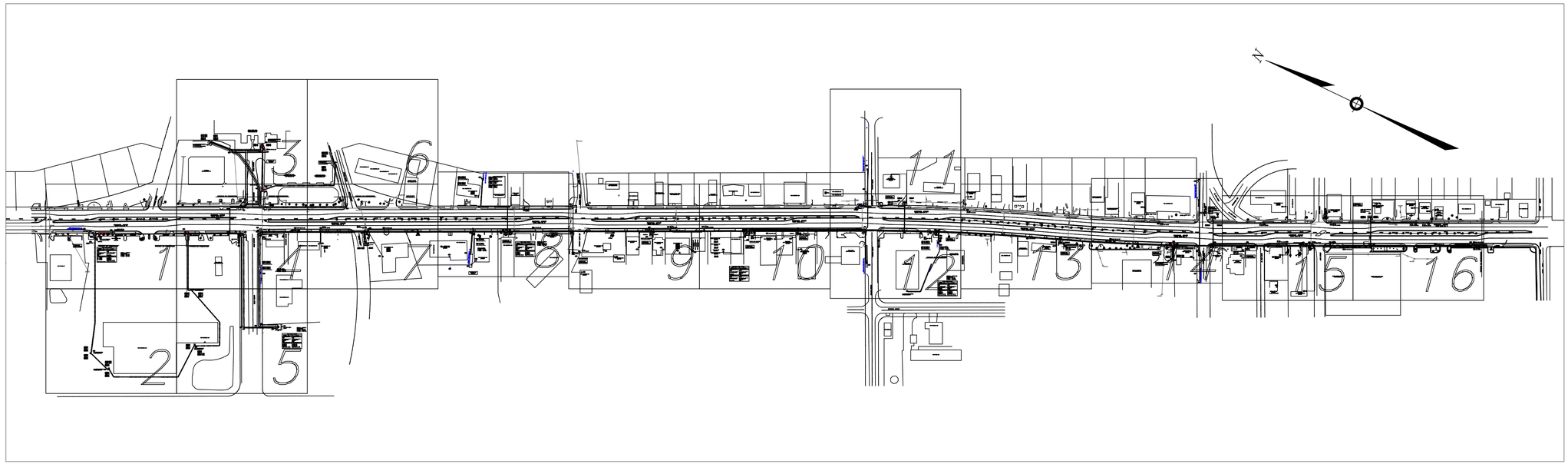
SECTION 1. That the City Commission of the City of Holly Hill approve the proposal to Option 1 and authorize the City Manager to execute the same.

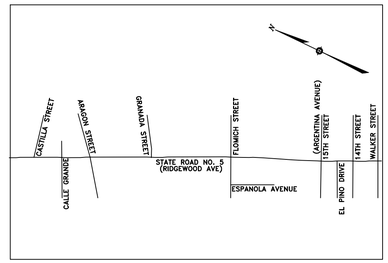
SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

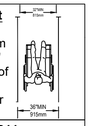
APPROVED AND AUTHENTICATED on this 14th day of JANUARY, 2025.

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐





American Disabilities Act
If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG

LOCATE MARKINGS COLOR CODE

RED	ELECTRIC	BLUE	WATER
YELLOW	GAS–OIL–STEAM	GREEN	SEWER
PINK	TEMP.SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

NAVD = NORTH AMERICAN VERTICAL DATUM
TRAV.PT. = TRAVERSE POINT
SSMC = SOUTHEASTERN SURVEYING & MAPPING CORPORATION

–X– = CHAINLINK FENCE
–Δ– = VINYL FENCE
–OHL– = OVERHEAD UTILITY LINE
–STM– = STORM SEWER PIPE
. . . . . = TREE/HEDGE LINE
CMP = CORRUGATED METAL PIPE
CPP = CORRUGATED PLASTIC PIPE
HDPE = HIGH DENSITY POLYETHYLENE PIPE
PVC = POLYVINYL CHLORIDE PIPE
RCP = REINFORCED CONCRETE PIPE
RCPE = REINFORCED CONCRETE PIPE ELLIPTICAL
VCP = VITRIFIED CLAY PIPE
INV = INVERT
PB = PLAT BOOK
ORB = OFFICIAL RECORDS BOOK
LB = LICENSED BUSINESS
LS = LICENSED SURVEYOR
RLS = REGISTERED LAND SURVEYOR
PSM = PROFESSIONAL SURVEYOR AND MAPPER
PRM = PERMANENT REFERENCE MONUMENT
ID = IDENTIFICATION
STA = STATION
NAD = NORTH AMERICAN DATUM

LEGEND & ABBREVIATIONS:

= BACKFLOW PREVENTER
= BENCH
= BUSH
= BURIED TELEPHONE PEDESTAL
= CONCRETE MONUMENT
= CLEAN OUT
= DRAINAGE MANHOLE
= ELECTRIC FIXTURE
= ELECTRIC SERVICE METER
= FIRE DEPARTMENT CONNECTION
= FLAT GRATE INLET
= FIRE HYDRANT
= FLAGPOLE
= GREASE TRAP
= DOWN GUY
= GAS VALVE
= WATER SPIGOT
= HAND HOLE
= IRON PIPE
= IRON ROD
= IRRIGATION VALVE BOX

= LANDSCAPE LIGHTING
= LIGHT POLE
= MAILBOX
= MITERED END SECTION
= MONITORING WELL
= NAIL W/DISC
= UTILITY POLE
= POST/BOLLARD
= SANITARY MANHOLE
= NON–TRAFFIC SIGN
= SERVICE POLE
= TRAFFIC CONTROLLER CABINET
= TRAFFIC SIGNAL HEAD
= TRAFFIC SIGN
= TRANSFORMER ON SLAB
= TRAFFIC SIGNAL SPAN POLE
= UTILITY MARKER
= VAULT
= WELL
= WATER METER
= WATER VALVE
= YARD DRAIN

H = HOLLY
L = LAUREL OAK
MA = MAGNOLIA
MY = MYRTLE
O = OAK
UK = UNKNOWN
W = WILLOW

= PALM
C = CABBAGE
S = SABAL

= TREE

DESCRIPTION:
A portion of Section 42, Township 14 South, Range 32 East, lying in Volusia County, Florida.

SURVEYOR'S REPORT:

1. UTILITY LOCATIONS IF SHOWN HEREON ARE BASED ON FIELD LOCATION OF MARKINGS BY UTILITY COMPANY REPRESENTATIVES, SURFACE FEATURES AND CONSTRUCTION PLANS FURNISHED TO THE SURVEYOR. ADDITIONAL SUB–SURFACE UTILITIES MAY EXIST THAT HAVE NOT BEEN FIELD LOCATED.
2. EASEMENTS OR RIGHTS OF WAY THAT APPEAR ON RECORDED PLANS OR THAT HAVE BEEN FURNISHED TO THE SURVEYOR BY OTHERS HAVE BEEN INCORPORATED INTO THIS DRAWING WITH APPROPRIATE NOTATION. OTHER EASEMENTS MAY BE DISCOVERED BY A SEARCH OF THE PUBLIC RECORDS.
3. MINIMUM HORIZONTAL ACCURACY FOR THIS SURVEY IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17 REQUIREMENTS OF FLORIDA ADMINISTRATION CODE. THE MAP AND MEASUREMENT METHODS USED FOR THIS SURVEY MEET OR EXCEED THIS REQUIREMENT. THE DIMENSIONS SHOWN HEREON ARE IN UNITED STATES SURVEY FEET AND DECIMALS THEREOF.
4. THIS SURVEY DOES NOT DETERMINE OWNERSHIP OF THE LANDS SHOWN HEREON.
5. UNDERGROUND FOUNDATIONS HAVE NOT BEEN LOCATED.
6. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, AND IF SHOWN HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J–17.062 AND FLORIDA STATUTE 472.025.
7. FEATURES SHOWN BY SYMBOL AS INDICATED IN THE LEGEND ARE NOT TO SCALE.
8. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
9. VERTICAL INFORMATION SHOWN HEREON REFERS TO A NATIONAL GEODETIC SURVEY (NGS) POINT WITH DESIGNATION "GIS 0131 KAREN MCKEE", PID NUMBER AK7129 AND HAS A PUBLISHED ELEVATION OF 79.26 FEET NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
10. HORIZONTAL FEATURES SHOWN ON THE MAP REFER TO A NATIONAL GEODETIC SURVEY POINT WITH DESIGNATION "GIS 0131 KAREN MCKEE", PID NUMBER AK7129 AND IS RELATIVE TO NORTH AMERICAN DATUM OF 1983 (NAD83), 2011 ADJUSTMENT, STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE. DISTANCES SHOWN ARE GRID DISTANCES.
11. IMPROVEMENTS AND TOPOGRAPHIC FEATURES SHOWN HEREON ARE LIMITED TO AREAS PER SPECIFIC INSTRUCTIONS OF THE CLIENT.
12. RIGHT OF WAY INFORMATION SHOWN HEREON WAS DETERMINED BY FOUND MONUMENTATION, RECORDED PLATS, RECORDED RIGHT OF WAY MAPS, AND INFORMATION OBTAINED ON THE VOLUSIA COUNTY PROPERTY APPRAISERS WEB SITE. NO RIGHT OF WAY DOCUMENTATION WAS PROVIDED BY CLIENT.

NOTICE OF LIABILITY:
This survey is certified to those individuals shown on the face thereof. Any other use, benefit or reliance by any other party is strictly prohibited and restricted. Surveyor is responsible only to those certified and hereby disclaims any other liability and hereby restricts the rights of any other individual or firm to use this survey, without express written consent of the surveyor.

GENERAL NOTES
1. CONTRACTOR SHALL PROVIDE WARNING SIGNAL FOR PEDESTRIANS AND TRAFFIC CONTROL.
2. CONTRACTOR SHALL INSTALL AND JOIN PVC CONDUITS PER DCS UN–27.0.0. IF JOB IS TO BE DONE BY AN EXTERNAL CONTRACTOR THERE MUST BE AN INSPECTOR ON THE JOB TO ENSURE SPECIFICATIONS ARE FOLLOWED.
3. CONTRACTOR SHALL SEAL ALL UNUSED DUCTS AS PER DCS UN–29.0.0.
4. ALL CABLE SPLICING TO BE DONE AS PER DCS SECTION UE.
5. ALL CONDUIT ENDS SHALL BE CAPPED AND MARKED WITH EMD PER UN–29.0.0
6. UNLESS OTHERWISE NOTED, CONTRACTOR SHALL INSTALL A 48" MIN COVER FOR ALL PRIMARY DUCTS
7. A MINIMUM OF 12" RADIAL CLEARANCE SHALL BE MAINTAIN FROM OTHER DUCTS, FOREIGN UTILITIES OR OBSTRUCTIONS.
8. ALL PERMIT REQUIREMENTS HAVE TO BE COMPLETED AND HAVE PERMITS ON HAND PRIOR TO CONSTRUCTION.
9. 48 HOURS PRIOR TO CONSTRUCTION, PLEASE CONTACT SUNSHINE AT 1–800–432–4770 TO HAVE UTILITIES MARK FIELD LOCS OF BURIED FACILITIES. DIG WITH CAUTION.
10. LOCATIONS AND ELEVATIONS ON OTHER UTILITIES WERE OBTAINED FROM THE BEST AVAILABLE INFORMATION. THEIR EXACT LOCATION MAY NOT BE SHOWN ON THIS DRAWING. THEREFORE, UTILITIES SHOWN ARE APPROXIMATE AND NOT ALL INCLUSIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING SITE CONDITIONS, LOCATIONS, AND DEPTHS OF ALL PIPING AND UTILITIES INCLUDING SERVICE CONNECTIONS. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES AND LOCATE BY HYDRO VAC AND HAND EXCAVATION.
11. THE CONTRACTOR SHALL PROVIDE TEMPORARY ENGINEERED SUPPORT TO ANY EXISTING EXPOSED UTILITIES THROUGHOUT CONSTRUCTION.
12. THE CONTRACTOR SHALL PROVIDE ENGINEERED METHOD TO TEMPORARILY SUPPORT STREET LIGHT FOUNDATIONS AND/OR EXISTING UTILITY POLES. THIS METHOD MUST BE APPROVED BY FPL PRIOR TO CONSTRUCTION.
13. EXISTING PARKING RAIL, PARKING METERS, AND ELECTRICAL PLUGS WITHIN THE CONSTRUCTION ZONE SHALL BE TEMPORARILY REMOVED DURING CONSTRUCTION AND REINSTATED POST CONSTRUCTION PER ALL APPLICABLE FPL REQUIREMENTS.
14. CONTACT CITY OR COUNTY PARKING ADMINISTRATOR TWO WEEKS PRIOR TO CONSTRUCTION TO INSTATE TEMPORARY NO PARKING ZONE.
15. CONTACT ALL THE NEIGHBORS TWO WEEKS PRIOR TO CONSTRUCTION TO NOTIFY THE CONSTRUCTION SCHEDULE AND ACCESS IMPACTS
16. CONTRACTOR SHALL INSTALL FEEDER SPLICE BOX AS PER UN–18.0.0.

ATTENTION
ROW AGREEMENT

IMPORTANT:
THE UNDERGROUND FACILITIES AND ASSOCIATED EQUIPMENT ARE IN THE RIGHT OF WAY DUE TO SPECIAL REQUEST BY THE LOCAL GOVERNMENT AGENCY AND ARE COVERED BY SPECIAL AGREEMENT WITH THE LOCAL GOVERNMENT. SHOULD THE LOCAL GOVERNMENT OR OTHER RIGHT OF WAY REQUIRE FPL TO RELOCATE, ADJUST OR REARRANGE ANY OF THESE FACILITIES, AS THEY MAY EXIST INITIALLY OR LATER BE MODIFIED, UPGRADED, OR OTHERWISE ALTERED, THE LOCAL GOVERNMENT SHALL PROVIDE FPL WITH A SUBSTITUTE LOCATION, INCLUDING ANY EASEMENTS THAT MAY BE NECESSARY, AND PAY ANY COSTS FOR THE RELOCATION, ADJUSTMENT, OR REARRANGEMENT. THE LOCAL GOVERNMENT SHALL ALSO REIMBURSE FPL FOR ANY COSTS TO LOCATE, EXPOSE PROTECT OR SUPPORT THE FACILITIES, IN THE EVENT OF FUTURE CONSTRUCTION OR EXCAVATION IN CLOSE PROXIMITY TO THE FACILITIES. REQUEST A COPY OF THE RIGHT OF WAY AGREEMENT FROM DOC FILES/GO FOR FURTHER DETAILS.

DISCLAIMER:
THIS IS NOT TO BE USED FOR CABLE LOCATIONS
CALL:1–800–432–4770
CAUTION: THIS DRAWING IS AN APPROXIMATION.
DETERMINE EXACT LOCATION OF THE CABLE/DUCT LINES/CONDUIT PRIOR TO ANY SUBSURFACE OPERATION IN THIS AREA.
THESE PRELIMINARY DRAWINGS SHALL BE USED FOR COORDINATION PURPOSES TO DETERMINE FPL PROPOSED EQUIPMENT PLACEMENT.
THESE DRAWINGS ARE NOT FOR CONSTRUCTION

PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES NOT RELIEVE YOU OF ANY STATURY OBLIGATIONS, INCLUDING THE PROVISIONS CONTAINED IN SECTION 556, FLORIDA STATUTES.
CALL 811(SUNSHINE811) PRIOR TO ANY EXCAVATION ACTIVITIES

PRELIMINARY

TWNP:14 RNG:32 SEC:42 QTR:

AS–BUILT COPY	AS–BUILT CREW PRINT
Initials Cert. Date	Foreman's Signature Date
Job CERTIFIED COMPLETED as shown on this AS–BUILT print. Material changes shown on ROS.	
Supervisor's Signature Date	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.	
Foreman's Signature Date	

Easement? YES ☒ NO ☐	Survey/Stake? YES ☐ NO ☒	Work with SMO? YES ☐ NO ☒	
Tree Work? YES ☐ NO ☒	Designer/Stake? YES ☐ NO ☒	CT/Special Mtr? YES ☐ NO ☒	
Map Posting? YES ☒ NO ☐	Trench Feet	Duct Bank Feet	
	PERMIT REQ'D: CITY ☐ DR. DIST. ☐ COUNTY AIR ☐ STATE RD X ☐ FAA ☐ WMD ☐ RR XING ☐ COUNTY RD. ☐ TRANSM. ☐		
Posted by	Telephone Request? YES ☐ NO ☒	CATV Request? YES ☐ NO ☒	

DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	11/15/24
MAP NO.	DY–0954

0 15 30 60 FEET

M/A: CF
HOLLY HILL CONV. PH3 OH2UG
HOLLY HILL
VOLUSIA COUNTY, FL

DWG NO. COVER
WR:12158163 IWR: — —

PLOT DATE: 12/20/2024 PLOT TIME: 14:10:01 CAD NAME:

Attachment: Phase 3 FPL Construction Plans Dec 2024 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

STANDARD NOTES:
- ALL CABLE AND/OR CONDUIT ENDS ARE TO BE MARKED WITH ELECTRONIC MARKERS PER DCS UN-15.0.0
- (XXX') DENOTES CABLE PULL DISTANCES
- UNDERGROUND OBSTRUCTIONS ARE TO BE LOCATED PRIOR TO DIGGING
- MAINTAIN A MINIMUM 12" SEPARATION IN ALL DIRECTIONS FROM ALL UNDERGROUND FACILITIES. REFER TO GENERAL NOTE 10
- DIRECTIONAL BORE TO BE INSTALLED AT A MINIMUM OF 36" DEEP UNLESS OTHERWISE NOTED
- INSTALL NEUTRAL BOND FOR COMMUNICATION COMPANIES AT ALL SINGLE-PHASE TRANSFORMER PER DCS G-11.0.0
- INSTALL ALL HAND HOLES (HH) PER DCS L-17.0.7
- ALL PRIMARY AND SECONDARY CABLES ARE TO BE INSTALLED WITHIN ROW UNLESS OTHERWISE SPECIFIED.
- REFER TO PERMITS FOR INFO ON ROAD CROSSINGS.

COORDINATE WITH:
12158318: TOTAL UG
12158163: UG FOR CONSTRUCTION
12158366: OH MAKE READY
12158406: OH REMOVAL
13556802: OH NON-HARDENING

ADDITIONAL CONSTRUCTION NOTES:

- INSTALL FEEDER SPLICE BOX PER UN-18.0.0 (6) @ LOC: 2.5, 3.5, 4.5, 6.5, 6.6, 6.7
- INSTALL 48" PRIMARY SPLICE BOX PER UN-19.0.0 (13) @ LOC: 11.5, 11.6, 13.5, 13.6, 14.5, 16.5, 19.5, 20.5, 22.5, 25.5, 26.5, 29.5, 30.5

INSTALL FEEDER RISERS (5) & INSTALL PRIMARY RISERS (4)
LOC 1:
- INSTALL FEEDER RISER PER DCS UH-15.0.0 FIG. 1 & UH-14.0.1
- INSTALL 1-5" U-GUARD ON SOUTHEAST FACE OF POLE
- CONNECT TO ABCϕ DISCONNECT SWITCH #XXXXX
- ENSURE RISER IS GROUNDED AS PER G-9.0.1 & G-9.0.2

LOC 7:
- INSTALL FEEDER RISER PER DCS UH-18.0.0 FIG 2 & UH-14.0.1
- INSTALL 1-5" U-GUARD ON NORTHEAST FACE OF POLE
- CONNECT TO ABCϕ DISCONNECT SWITCH #XXXXX
- ENSURE RISER IS GROUNDED AS PER G-9.0.1 & G-9.0.2

LOC 8:
- INSTALL FEEDER RISER PER DCS UH-18.0.0 FIG 2 & UH-14.0.1
- INSTALL 1-5" U-GUARD ON SOUTHEAST FACE OF POLE
- CONNECT TO ABCϕ DISCONNECT SWITCH #XXXXX
- ENSURE RISER IS GROUNDED AS PER G-9.0.1 & G-9.0.2

LOC 9:
- INSTALL FEEDER RISER PER DCS UH-17.0.0 FIG 1 & UH-14.0.1
- INSTALL 1-5" U-GUARD ON SOUTHWEST FACE OF POLE
- CONNECT TO ABCϕ DISCONNECT SWITCH #XXXXX
- ENSURE RISER IS GROUNDED AS PER G-9.0.1 & G-9.0.2

LOC 10:
- INSTALL FEEDER RISER PER DCS UH-17.0.0 FIG 1 & UH-14.0.1
- INSTALL 1-5" U-GUARD ON SOUTHWEST FACE OF POLE
- CONNECT TO ABCϕ DISCONNECT SWITCH #XXXXX
- ENSURE RISER IS GROUNDED AS PER G-9.0.1 & G-9.0.2

LOC 15:
- INSTALL PRIMARY RISER PER DCS UH-15.2.0
- INSTALL 1-5" U-GUARD ON NORTHEAST FACE OF POLE
- FUSE ABCϕ @ 300 SOLID BLADE
- INSTALL 1-5" U-GUARD ON SOUTHWEST FACE OF POLE
- FUSE ABCϕ @ 300 SOLID BLADE

LOC 18:
- INSTALL PRIMARY RISER PER DCS UH-15.2.0
- INSTALL 1-5" U-GUARD ON NORTHWEST FACE OF POLE
- FUSE BCϕ @ 300 SOLID BLADE
- INSTALL 1-5" U-GUARD ON SOUTHEAST FACE OF POLE
- FUSE BCϕ @ 300 SOLID BLADE

LOC 19:
- INSTALL PRIMARY RISER PER DCS UH-20.0.0 FIG 1
- INSTALL 1-5" U-GUARD ON NORTHEAST FACE OF POLE
- FUSE ABCϕ @ 300 SOLID BLADE
- INSTALL 1-5" U-GUARD ON SOUTHWEST FACE OF POLE
- FUSE ABCϕ @ 300 SOLID BLADE

LOC 25:
- INSTALL PRIMARY RISER PER DCS UH-20.0.0 FIG 1
- INSTALL 1-5" U-GUARD ON NORTHEAST FACE OF POLE
- FUSE ABCϕ @ 300 SOLID BLADE
- INSTALL 1-5" U-GUARD ON SOUTHWEST FACE OF POLE
- FUSE ABCϕ @ 300 SOLID BLADE

SCRAP EXISTING SECONDARY RISERS (4 TOTAL) @ LOC: 74, 81, 83, 84
SCRAP EXISTING PRIMARY RISERS (4 TOTAL) @ LOC: 74, 75, 76, 77

- DIG ACCESS PIT & INSTALL 45 DEGREE BENDS W/ 36" RADIUS (15) @ LOC: 11.53, 11.54, 12.01, 14.52

- DIG ACCESS PIT & INSTALL 90 DEGREE BENDS W/ 36" RADIUS (124) @ LOC: 11.01, 11.51, 11.52, 11.55, 12.02, 13, 13.51, 14.01, 14.02, 14.51, 3, 3.04, 15.01, 16.01, 16.51, 16.52, 4, 4.03, 4.04, 4.05, 19.51, 21.01, 22.01, 23.01, 23.02, 23.03, 6.03, 25.01, 26.01, 26.02, 27.01, 27.02, 27.03, 29.01, 29.51

- DIG ACCESS PIT & INSTALL 45 DEGREE BENDS W/ 60" RADIUS (24) @ LOC: 2.02, 2.03, 3.03, 3.51, 4.02, 4.5, 4.51, 6.02, 6.51, 6.52, 6.6, 6.61, 6.62, 6.7

- DIG ACCESS PIT & INSTALL 90 DEGREE BENDS W/ 60" RADIUS (17) @ LOC: 1.01, 2, 2.01, 2.51, 3.01, 3.52, 4.01, 4.52, 5 (2), 5.01 (2), 5.02, 5.06, 6.01, 9.01, 9.02

- DIG ACCESS PIT & INSTALL 90 DEGREE BENDS W/ 150" RADIUS (3) @ LOC: 3.02, 5.03, 5.04

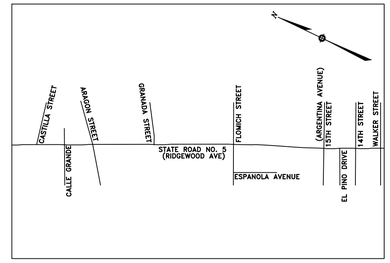
PAD MOUNT DISCONNECT SWITCH
LOC 2, 3, 4, 6 (SW# XXXXX, XXXXX, XXXXX, XXXXX):
- INSTALL PAD & CABLE CHAMBER FOR PM DISC SWITCH CABINET TO DCS C-32.0.2
- INSTALL PME-9 (2-WAY) TYPE PAD MOUNT DISCONNECT SWITCH PER C-32.0.1 TO C-32.0.4
- INSTALL PROTECTIVE BOLLARDS AROUND THE DISCONNECT SWITCH PER UN-21.0.0
- INSTALL GROUNDING AROUND BOLLARDS & DISCONNECT SWITCHES

PAD MOUNT DISCONNECT SWITCHLOC 5 (SW# XXXXX):
- INSTALL PAD & CABLE CHAMBER FOR PM DISC SWITCH CABINET TO DCS C-32.0.2
- INSTALL PME-10 (4-WAY) TYPE PAD MOUNT DISCONNECT SWITCH PER C-32.0.1 TO C-32.0.4
- INSTALL PROTECTIVE BOLLARDS AROUND THE DISCONNECT SWITCH PER UN-21.0.0
- INSTALL GROUNDING AROUND BOLLARDS & DISCONNECT SWITCHES

HAND HOLE INSTALLATION
- HAND HOLES (HH) TO BE INSTALLED PER DCS L-17.0.7
- INSTALL 30" HH (13 TOTAL) @ LOC: 11.1, 16.1, 16.3, 20.1, 20.2, 21.1, 22.1, 24.1, 24.2, 28.2, 29.2, 30.2, 30.3
- INSTALL 48" HH (5 TOTAL) @ LOC: 16.2, 28.1, 29.1, 29.3, 30.1

- L-17.0.5 FOR LOCATING SINGLE PHASE TRANSFORMERS
- L-17.0.7 FOR HAND-HOLES, 24", 30", & 48" AS NOTED
- UN-2.0.0 FIG. 5 FOR PVC U-GUARD ENTRANCE DETAIL (RISER AT A POLE)
- UN-6.0.0 ELLS AT RISER POLES & PADMOUNTED TRANSFORMERS
- UN-15.0.0 FOR ELECTRONIC MARKERS (EMD'S)
- UN-18.0.0 FOR FEEDER SPLICE BOXES
- UN-19.0.0 FOR 48" HAND HOLE – PRIMARY SPLICE BOX (FOR DRIVEWAY LOADING HH SEE – UX-202)
- UN-21.0.0 FOR PROTECTIVE BARRIER & CLEARANCES TO PAD MOUNTED TRANSFORMERS & SWITCHES
- UN-27 FOR RECOMMENDED PRACTICES FOR FIELD JOINING & INSTALLATION OF PVC CONDUIT
- UN-28.0.2 & UN-28.0.3 FOR DIRECTIONAL BORING INSTALLATION GUIDELINES
- UV-12.0.0 FOR IDENTIFICATION OF VACANT CONDUITS
- I-62.0.0 FOR SINGLE PHASE HIGH STYLE PMTX (COMMERCIAL & CABLE SIZE > 4/0 AL) (UX-117.0.2 CONCRETE PAD)
- I-65.1.1 FOR LOW STYLE PMTX'S (4/0 AL MAX. SECONDARY / SERVICE CONDUCTOR SIZE) (UX-117)
- I-68.0.2 FOR OPEN WYE-OPEN DELTA TX BANKS, (UX-115.0.1 FOR CONCRETE PAD) NOTED WITH LEADING PHASE REGULAR STYLE LTG TX ON RIGHT SIDE & LAGGING/NEXT PHASE LOW STYLE PWR TX ON LEFT SIDE. SECONDARY / SERVICE CABLES TO ENTER THE PAD ON THE RIGHT SIDE OF THE LIGHTING TX WINDOW
- I-70.0.1 FOR 3 PHASE DEAD FRONT SECTIONALIZING (UX-114.0.2 FOR LOOP STYLE CONCRETE PAD)
- C-32.0.1, .2, & .3 FOR PME-9 (2-WAY), FOR 3 PHASE PAD-MOUNTED SWITCHGEAR (UX-122.0.0 FOR CONCRETE CABLE CHAMBER)
- C-39.0.1 & .2 FOR PME-4 DEAD FRONT 3 PHASE PADMOUNTED FUSE CABINET (UX-124.0.0 FOR CONCRETE PAD)

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐



EDGE OF PAVEMENT
EXISTING RIGHT OF WAY
PROPOSED EASEMENT
PROPOSED PRIMARY
PROPOSED SPLICE BOX
PROPOSED HANDHOLE

UTILITY LEGEND
CENTURYLINK CABLES
SEWER GRAVITY MAIN
WATER MAIN
GAS MAIN

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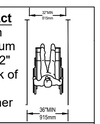
16. CONTRACTOR SHALL INSTALL FEEDER SPLICE BOX AS PER UN-18.0.0.
17. PULLING EYE SHALL BE USED FOR ALL CABLE PULLS. REFER TO PULLING TABLE FOR MORE DETAILS.

American Disabilities Act
If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.

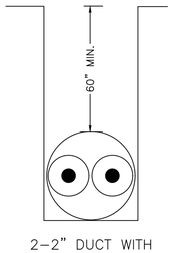


CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG

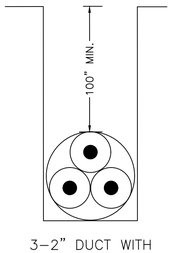
LOCATE MARKINGS COLOR CODE

RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP.SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

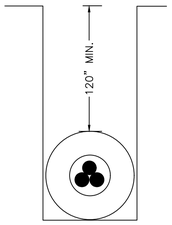
TWNP: 14 RNG: 32 SEC: 42 QTR: _____



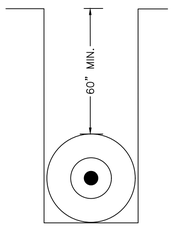
2-2" DUCT WITH 6" REAM



3-2" DUCT WITH 10" REAM

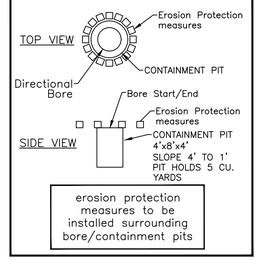


1-6" DUCT WITH 12" REAM

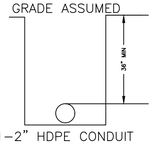


1-2" DUCT WITH 6" REAM

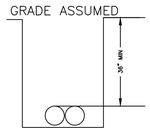
BORE PIT DETAIL
N.T.S.



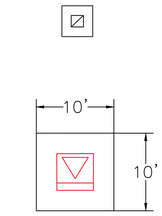
erosion protection measures to be installed surrounding bore/containment pits



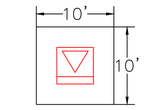
1-2" HDPE CONDUIT MAINTAIN 12" SEPARATION FROM OTHER UTILITIES



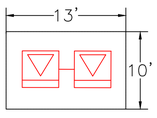
2-2" HDPE CONDUIT MAINTAIN 12" SEPARATION FROM OTHER UTILITIES



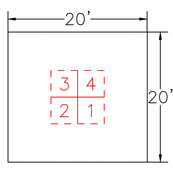
TYPICAL PROPOSED SECONDARY PEDESTAL:
- SMALL & LARGE
- REQUIRED EASEMENT 5' x 5'
- UNLESS OTHERWISE NOTED



TYPICAL PROPOSED TRANSFORMER LAYOUT:
- SINGLE PHASE
- REQUIRED EASEMENT 10' X 10'
- UNLESS OTHERWISE NOTED

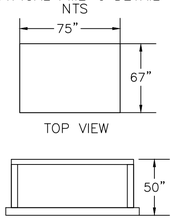


TYPICAL PROPOSED TRANSFORMER LAYOUT:
- OPEN DELTA
- REQUIRED EASEMENT 13' x 10'
- UNLESS OTHERWISE NOTED

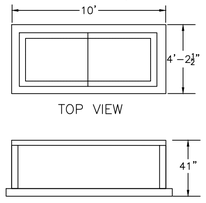


TYPICAL PROPOSED PADMOUNT SWITCH LAYOUT:
- PME SWITCHES
- REQUIRED EASEMENT 20'X 20'
- UNLESS OTHERWISE NOTED
- SAME AS OTHER SWITCHGEAR

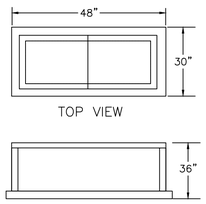
TYPICAL PME-9 DETAIL
NTS



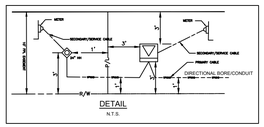
TYPICAL FEEDER SPLICE BOX DETAIL
(N.T.S.)



TYPICAL 48" SPLICE BOX DETAIL



PRELIMINARY



DETAIL
N.T.S.

ATTENTION
ROW AGREEMENT

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DISCLAIMER:
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CALL:1-800-432-4770
CAUTION: THIS DRAWING IS AN APPROXIMATION.
DETERMINE EXACT LOCATION OF THE CABLE/DUCT LINES/CONDUIT PRIOR TO ANY SUBSURFACE OPERATION IN THIS AREA.
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CALL 811(SUNSHINE811) PRIOR TO ANY EXCAVATION ACTIVITIES

NOTES CONTINUE:
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- THE LOCATION AND EXISTENCE OF ANY FACILITIES MAY NOT BE RELIED UPON BY THE SUPPLIER IN RESPONDING TO A BID OR IN COMPLYING WITH ANY CONTRACT. SUPPLIER IS RESPONSIBLE FOR EVALUATING SITE CONDITIONS BOTH ABOVE AND BELOW GROUND INCLUDING UNDERGROUND FACILITY LOCATIONS.
- MAINTAIN MINIMUM CLEARANCE OF 12" TO OTHER UTILITIES ALL CIRCUITS ARE EFFECTIVELY GROUNDED.
- SUBSURFACE INFORMATION NOT OBTAINED. FIELD FIT REQUIRED.

AS-BUILT COPY — Initials / Cert. Date
AS-BUILT CREW PRINT — Foreman's Signature / Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
Supervisor's Signature / Date
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.
Foreman's Signature / Date

Easement? YES ☒ NO ☐	Survey/Stake? YES ☐ NO ☒	Work with SMO? YES ☐ NO ☒	
Tree Work? YES ☐ NO ☒	Designer/Stake? YES ☐ NO ☒	CT/Special Mtr? YES ☐ NO ☒	
Map Posting? YES ☒ NO ☐	Trench Feet	Duct Bank Feet	
	PERMIT REQ'D: CITY / DR. DIST. / COUNTY AIR / STATE RD X / FAA; WMD / RR XING / COUNTY RD. / TRANSM.		
Posted by	Telephone Request? YES ☐ NO ☒	CATV Request? YES ☐ NO ☒	

FPL

DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	11/15/24
MAP NO.	DY-0954

0 15 30 60 FEET

M/A: CF
HOLLY HILL CONV. PH3 OH2UG
HOLLY HILL
VOLUSIA COUNTY, FL
DWG NO. NOTES 1
WR:12158163 IWR: — —

PLOT DATE: 12/20/2024 PLOT TIME: 14:10:05 CAD NAME:

Attachment: Phase 3 FPL Construction Plans Dec 2024 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

PAD MOUNT TRANSFORMER INSTALLATION
- ALL PMTX ARE TO BE INSTALLED IN 10' UTILITY EASEMENT IN FRONT OF PROPERTY ALL PMTX MUST MAINTAIN A MINIMUM 3' CLEARANCE ON THE SIDES & BACK OF TX, AND 8' MINIMUM CLEARANCE IN FRONT PER DCS UN-21.0.0

REPLACE 150 KVA PMTX (CE) WITH 150 KVA PMTX (CT) (2 [1 STANDARD & 1 N.O.])
INSTALL 150 KVA 3ϕ PMTX (120/208V) (1) PER DCS I-70.0.1 @ LOC 12, LOC 27 (N.O.)

REPLACE 300 KVA PMTX (CE) WITH 300 KVA PMTX (CT) (1 STANDARD TOTAL)
INSTALL 300 KVA 3ϕ PMTX (120/208V) (1) PER DCS I-70.0.1 @ LOC 13

REPLACE 500 KVA PMTX (CE) WITH 500 KVA PMTX (CT) (1 STANDARD TOTAL)
INSTALL 500 KVA 3ϕ PMTX (120/208V) (1) PER DCS I-70.0.1 @ LOC 14

INSTALL 25 KVA PMTX (1 STANDARD TOTAL)
- INSTALL 25 KVA Aϕ PMTX (1 STANDARD) PER DCS I-62.0.0 @ LOC 11
- INSTALL CONCRETE PAD PER UX-117.0.0

INSTALL 50 KVA PMTX (1 STANDARD TOTAL)
- INSTALL 50 KVA Bϕ PMTX (1 STANDARD) PER DCS I-62.0.0 @ LOC 20
- INSTALL CONCRETE PAD PER UX-117.0.0

INSTALL 75 KVA PMTX (1 STANDARD TOTAL)
- INSTALL 75 KVA Cϕ PMTX (1 STANDARD) PER DCS I-62.0.0 @ LOC 23
- INSTALL CONCRETE PAD PER UX-117.0.0

INSTALL 100 KVA PMTX (1 STANDARD TOTAL)
- INSTALL 100 KVA Bϕ PMTX (1 STANDARD) PER DCS I-62.0.0 @ LOC 21
- INSTALL CONCRETE PAD PER UX-117.0.0

INSTALL 167 KVA PMTX (1 STANDARD TOTAL)
- INSTALL 167 KVA Bϕ PMTX (1 STANDARD) PER DCS I-62.0.0 @ LOC 22
- INSTALL CONCRETE PAD PER UX-117.0.0

INSTALL 75/50 KVA PMTX (4 [3 STANDARD & 1 N.O.])
- INSTALL 75/50 KVA PH ABϕ PMTX (120/240V) (2) PER DCS I-68.0.2 @ LOC 16 (N.O.), LOC 30
- INSTALL 75/50 KVA PH BCϕ PMTX(120/240V) (2) PER DCS I-68.0.2 @ LOC 24, LOC 26
- INSTALL CONCRETE PAD PER UX-115.0.1

INSTALL 100/50 KVA PMTX (2 STANDARD TOTAL)
- INSTALL 100/50 KVA PH BCϕ PMTX (120/240V) (1) PER DCS I-68.0.2 @ LOC 28
- INSTALL 100/50 KVA PH CAϕ PMTX (120/240V) (1) PER DCS I-68.0.2 @ LOC 29
- INSTALL CONCRETE PAD PER UX-115.0.1

CHANGE TRANSFORMER TO NORMALLY OPEN (1 TOTAL)
- CHANGE 150 KVA 3ø PMTX FROM NORMALLY CLOSED TO NORMALLY OPEN @ LOC 33
- CHANGE 1000 KVA 3ø PMTX FROM NORMALLY CLOSED TO NORMALLY OPEN @ LOC 32
-

Secondary/Service Cable Notes

Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Conduit
11-11.1	1/0A TPX	83	74	1-2" HDPE
16-16.1	2-4/0A TPX	442	433	2-2" HDPE
16-16.2	4/0A QPX	205	196	1-2" HDPE
16-16.3	4/0A TPX	46	37	1-2" HDPE
20-20.1	4/0A TPX	35	26	1-2" HDPE
20-20.3	2-4/0A TPX	223	214	2-2" HDPE
20-20.2	4/0A TPX	191	182	1-2" HDPE
21-21.1	4/0A TPX	99	90	1-2" HDPE
22-22.1	2-4/0C TPX	185	176	2-2" HDPE
24-24.1	1/0A TPX	179	170	1-2" HDPE
24-24.2	2-4/0A TPX	252	243	2-2" HDPE
28-28.1	2-4/0C QPX	229	220	2-2" HDPE
28-28.2	2-4/0A TPX	218	209	2-2" HDPE
29-63	1/0A TPX	65	51	1-2" HDPE
29-29.1	4/0A QPX	194	185	1-2" HDPE
29-29.2	2-4/0C TPX	175	166	2-2" HDPE
29.2-64	2-4/0C TPX	316	305	2-2" HDPE
29-29.3	2-4/0A QPX	255	246	2-2" HDPE
30-30.1	4/0A QPX	166	157	1-2" HDPE
30-30.2	2-4/0A TPX	197	188	2-2" HDPE
30-30.3	2-4/0A TPX	250	241	2-2" HDPE
30.3-72	1/0A TPX	70	59	1-2" HDPE
30.3-73	4/0A TPX	87	76	1-2" HDPE
TOTAL		4162	3944	

ATTENTION

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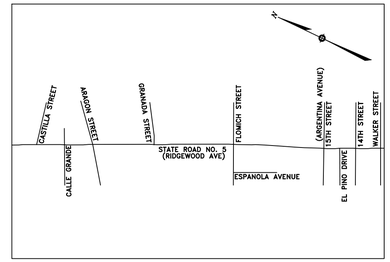
☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐



EDGE OF PAVEMENT
EXISTING RIGHT OF WAY
PROPOSED EASEMENT
PROPOSED PRIMARY
PROPOSED SPLICE BOX
PROPOSED HANDHOLE

UTILITY LEGEND
CENTURYLINK CABLES
SEWER GRAVITY MAIN
WATER MAIN
GAS MAIN

GENERAL NOTES
1. CONTRACTOR SHALL PROVIDE WARNING SIGNAL FOR PEDESTRIANS AND TRAFFIC CONTROL
2. CONTRACTOR SHALL INSTALL AND JOIN PVC CONDUITS PER DCS UN-27.0.0. IF JOB IS TO BE DONE BY AN EXTERNAL CONTRACTOR THERE MUST BE AN INSPECTOR ON THE JOB TO ENSURE SPECIFICATIONS ARE FOLLOWED.
3. CONTRACTOR SHALL SEAL ALL UNUSED DUCTS AS PER DCS UN-29.0.0.
4. ALL CABLE SPLICING TO BE DONE AS PER DCS SECTION UE.
5. ALL CONDUIT ENDS SHALL BE CAPPED AND MARKED WITH EMD PER UN-29.0.0
6. UNLESS OTHERWISE NOTED, CONTRACTOR SHALL INSTALL A 48" MIN COVER FOR ALL PRIMARY DUCTS
7. A MINIMUM OF 12" RADIAL CLEARANCE SHALL BE MAINTAIN FROM OTHER DUCTS, FOREIGN UTILITIES OR OBSTRUCTIONS.
8. ALL PERMIT REQUIREMENTS HAVE TO BE COMPLETED AND HAVE PERMITS ON HAND PRIOR TO CONSTRUCTION.
9. 48 HOURS PRIOR TO CONSTRUCTION, PLEASE CONTACT SUNSHINE AT 1-800-432-4770 TO HAVE UTILITIES MARK FIELD LOCS OF BURIED FACILITIES. DIG WITH CAUTION.
10. LOCATIONS AND ELEVATIONS ON OTHER UTILITIES WERE OBTAINED FROM THE BEST AVAILABLE INFORMATION. THEIR EXACT LOCATION MAY NOT BE SHOWN ON THIS DRAWING. THEREFORE, UTILITIES SHOWN ARE APPROXIMATE AND NOT ALL INCLUSIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING SITE CONDITIONS, LOCATIONS, AND DEPTHS OF ALL PIPING AND UTILITIES INCLUDING SERVICE CONNECTIONS. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES AND LOCATE BY HYDRO VAC AND HAND EXCAVATION.
11. THE CONTRACTOR SHALL PROVIDE TEMPORARY ENGINEERED SUPPORT TO ANY EXISTING EXPOSED UTILITIES THROUGHOUT CONSTRUCTION.
12. THE CONTRACTOR SHALL PROVIDE ENGINEERED METHOD TO TEMPORARILY SUPPORT STREET LIGHT FOUNDATIONS AND/OR EXISTING UTILITY POLES. THIS METHOD MUST BE APPROVED BY FPL PRIOR TO CONSTRUCTION.
13. EXISTING PARKING RAIL, PARKING METERS, AND ELECTRICAL PLUGS WITHIN THE CONSTRUCTION ZONE SHALL BE TEMPORARILY REMOVED DURING CONSTRUCTION AND REINSTATED POST CONSTRUCTION PER ALL APPLICABLE FPL REQUIREMENTS.
14. CONTACT CITY OR COUNTY PARKING ADMINISTRATOR TWO WEEKS PRIOR TO CONSTRUCTION TO INSTATE TEMPORARY NO PARKING ZONE.
15. CONTACT ALL THE NEIGHBORS TWO WEEKS PRIOR TO CONSTRUCTION TO NOTIFY THE CONSTRUCTION SCHEDULE AND ACCESS IMPACTS
16. CONTRACTOR SHALL INSTALL FEEDER SPLICE BOX AS PER UN-18.0.0.
17. PULLING EYE SHALL BE USED FOR ALL CABLE PULLS. REFER TO PULLING TABLE FOR MORE DETAILS.

P.M. DISC. SW# 1	
GRID# _-_____-_____-_-_	
COMPARTMENT 1	COMPARTMENT 2
SW.# _-_____-_-_ SE TO PMDS #2 COMP #2 SW.#	SW.# _-_____-_-_ NW TO RISER POLE SW.#18078
COMPARTMENT 4	COMPARTMENT 3
A - FUTURE B - FUTURE C - FUTURE	A XXXX1-1 B XXXX2-1 C XXXX3-1 FUSE 3ø @ 125 "E"

P.M. DISC. SW# 2	
GRID# _-_____-_____-_-_	
COMPARTMENT 1	COMPARTMENT 2
SW.# _-_____-_-_ SE TO PMDS# 3 COMP# 2 SW.#	SW.# _-_____-_-_ NW TO PMDS# 1 COMP# 1 SW.#
COMPARTMENT 4	COMPARTMENT 3
A XXXX4-1 B XXXX5-1 C XXXX6-1 FUSE 3ø @ 150 "E"	A XXXX1-18 B XXXX1-16 C XXXX1-16 FUSE 3ø @ 125 "E"

P.M. DISC. SW# 3	
GRID# _-_____-_____-_-_	
COMPARTMENT 1	COMPARTMENT 2
SW.# _-_____-_-_ SE TO PMDS #4 COMP #2 SW.#A	SW.# _-_____-_-_ NW TO PMDS #2 COMP #1 SW.#
COMPARTMENT 4	COMPARTMENT 3
A XXXX4-6 B XXXX5-8 C XXXX6-6 FUSE 3ø @ 150 "E"	A XXXX7-1 B XXXX8-1 C XXXX9-1 FUSE 3ø @ 150 "E"

AFS P.M. DISC. SW# 4	
GRID# _-_____-_____-_-_	
COMPARTMENT 1	COMPARTMENT 2
SW.#A _-_____-_-_ SW TO RISER POLE SW.#18079	SW.#A _-_____-_-_ NW TO PMDS #3 COMP #1 SW.#
COMPARTMENT 4	COMPARTMENT 3
SW.#A _-_____-_-_ NE TO RISER POLE SW.# 18080	SW.#A _-_____-_-_ SE TO PMDS #5 COMP #2 SW.#

P.M. DISC. SW# 5	
GRID# _-_____-_____-_-_	
COMPARTMENT 1	COMPARTMENT 2
SW.# _-_____-_-_ SE TO PMDS #16 COMP #4 SW.#16233	SW.# _-_____-_-_ NW TO PMDS #4 COMP #3 SW.#A
COMPARTMENT 4	COMPARTMENT 3
A XXXX7-4 B XXXX8-12 C XXXX9-8 FUSE 3ø @ 150 "E"	A XXXX10-1 B XXXX11-1 C XXXX12-1 FUSE 3ø @ 150 "E"

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- MAINTAIN MINIMUM CLEARANCE OF 12" TO OTHER UTILITIES ALL CIRCUITS ARE EFFECTIVELY GROUNDED.
- SUBSURFACE INFORMATION NOT OBTAINED. FIELD FIT REQUIRED.

PRELIMINARY

TWNP: 14 RNG: 32 SEC: 42 QTR: _____

AS-BUILT COPY	AS-BUILT CREW PRINT
Initials Cert. Date	Foreman's Signature Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS. Supervisor's Signature Date	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations. Foreman's Signature Date	

Easement? YES ☒ NO ☐	Survey/Stake? YES ☐ NO ☒	Work with SMO? YES ☐ NO ☒		
Tree Work? YES ☐ NO ☒	Designer/Stake? YES ☐ NO ☒	CT/Special Mtr? YES ☐ NO ☒		
Map Posting? YES ☒ NO ☐	Trench Feet	Duct Bank Feet		
	PERMIT REQ'D	CITY	DR. DIST.	COUNTY AIR	STATE RD X	FAA
		WMD	RR XING	COUNTY RD.	TRANSM.	
Posted by	Telephone Request? YES ☐ NO ☒	CATV Request? YES ☐ NO ☒		

DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	11/15/24
MAP NO.	DY-0954

0 15 30 60 FEET

M/A: CF
HOLLY HILL CONV. PH3 OH2UG
HOLLY HILL
VOLUSIA COUNTY, FL

DWG NO. NOTES 2
WR: 12158163 IWR: — —

PLOT DATE: 12/20/2024 PLOT TIME: 14:10:10 CAD NAME:

Attachment: Phase 3 FPL Construction Plans Dec 2024 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

CONDUIT INSTALLATION:
– INSTALL PULLING CORD IN ALL SPARE CONDUIT AND SECURE EACH END OF CONDUIT
– INSTALL DUCT PLUGS IN ALL SPARE CONDUITS
– THE INTERIOR OF THE DUCT SHALL BE CLEAN TO ENSURE REMOVAL OF FOREIGN MATTER TO ENSURE NO DAMAGE TO CABLE WHILE PULLING
– A MINIMUM SLOPE OF 3" EVERY 100' IS REQUIRED TO PREVENT ANY BUILD UP OF SEDIMENT IN THE DUCT
– ALL CONDUITS SHALL BE INSTALLED WITHIN THE EDGE OF PAVEMENT AND RIGHT OF WAY UNLESS OTHERWISE SPECIFIED

CABLE INSTALLATION:
– FOR ALL PULLS IT IS RECOMMENDED THAT A SPONGE SPREADER BE USED TO LUBRICATE AHEAD OF CABLE INSTALLATION, CONSIDER USING 1 GALLON OF APPROVED LUBRICANT EVERY 200' OF CABLE. REFER TO UN–28.0.3 FOR MORE INFORMATION

Feeder Cable Pulling Notes

Location	Duct Type	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
1 – 2	1–6" HDPE	1000 KCMIL AL 25 KV XLPE ABCϕ	86	33	2 –> 1
2 – 2.5	1–6" HDPE	1000 KCMIL AL 25 KV XLPE ABCϕ	629	599	2 –> 2.5
2.5 – 3	1–6" HDPE	1000 KCMIL AL 25 KV XLPE ABCϕ	489	459	3 –> 2.5
3 – 3.5	1–6" HDPE	1000 KCMIL AL 25 KV XLPE ABCϕ	598	568	3.5 –> 3
3.5 – 4	1–6" HDPE	1000 KCMIL AL 25 KV XLPE ABCϕ	842	812	3.5 –> 4
4 – 4.5	1–6" HDPE	1000 KCMIL AL 25 KV XLPE ABCϕ	584	554	4.5 –> 4
4.5 – 5	1–6" HDPE	1000 KCMIL AL 25 KV XLPE ABCϕ	413	383	5 –> 4.5
5 – 6	1–6" HDPE	1000 KCMIL AL 25 KV XLPE ABCϕ	769	729	6 –> 5
6 – 6.5	1–6" HDPE	1000 KCMIL AL 25 KV XLPE ABCϕ	700	670	6.5 –> 6
6.5 – 6.6	1–6" HDPE	1000 KCMIL AL 25 KV XLPE ABCϕ	757	737	6.6 –> 6.5
6.6 – 6.7	1–6" HDPE	1000 KCMIL AL 25 KV XLPE ABCϕ	672	652	6.7 –> 6.6
5 – 7	1–6" HDPE	1000 KCMIL AL 25 KV XLPE ABCϕ	743	690	5 –> 7
5 – 8	1–6" HDPE	1000 KCMIL AL 25 KV XLPE ABCϕ	624	571	8 –> 5
9 – 10	1–6" HDPE	1000 KCMIL AL 25 KV XLPE ABCϕ	453	387	9 –> 10
TOTAL			8359	7844	

Primary Cable Pulling Notes

LOOP#: AXXXX1

Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
2 – 11	1/0 AL 25 KV XLPE Aϕ	41	14	2 –> 11
11.5 – 11.6	1/0 AL 25 KV XLPE Aϕ	440	420	11.6 –> 11.5
12 – 13	1/0 AL 25 KV XLPE Aϕ	230	216	13 –> 12
13.5 – 13.6	1/0 AL 25 KV XLPE Aϕ	179	159	13.6 –> 13.5
14 – 14.5	1/0 AL 25 KV XLPE Aϕ	788	771	14.5 –> 14
14.5 – 3	1/0 AL 25 KV XLPE Aϕ	507	477	3 –> 14.5
TOTAL		2185	2057	

LOOP#: BXXXX2

Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
11.5 – 11.6	1/0 AL 25 KV XLPE Bϕ	440	420	11.6 –> 11.5
12 – 13	1/0 AL 25 KV XLPE Bϕ	230	216	13 –> 12
13.5 – 13.6	1/0 AL 25 KV XLPE Bϕ	179	159	13.6 –> 13.5
14 – 14.5	1/0 AL 25 KV XLPE Bϕ	788	771	14.5 –> 14
14.5 – 3	1/0 AL 25 KV XLPE Bϕ	507	477	3 –> 14.5
TOTAL		2144	2043	

LOOP#: CXXXX3

Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
11.5 – 11.6	1/0 AL 25 KV XLPE Cϕ	440	420	11.6 –> 11.5
12 – 13	1/0 AL 25 KV XLPE Cϕ	230	216	13 –> 12
13.5 – 13.6	1/0 AL 25 KV XLPE Cϕ	179	159	13.6 –> 13.5
14 – 14.5	1/0 AL 25 KV XLPE Cϕ	788	771	14.5 –> 14
14.5 – 3	1/0 AL 25 KV XLPE Cϕ	507	477	3 –> 14.5
TOTAL		2144	2043	

Primary Cable Pulling Notes

LOOP#: AXXXX4

Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
3 – 15	1/0 AL 25 KV XLPE Aϕ	337	269	3 –> 15
15 – 16	1/0 AL 25 KV XLPE Aϕ	610	570	16 –> 15
16 – 4	1/0 AL 25 KV XLPE Aϕ	597	570	4 –> 16
TOTAL		1544	1409	

LOOP#: BXXXX5

Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
3 – 15	1/0 AL 25 KV XLPE Bϕ	337	269	3 –> 15
15 – 16	1/0 AL 25 KV XLPE Bϕ	610	570	16 –> 15
16 – 18	1/0 AL 25 KV XLPE Bϕ	560	520	16 –> 18
18 – 4	1/0 AL 25 KV XLPE Bϕ	275	222	4 –> 18
TOTAL		1782	1581	

LOOP#: CXXXX6

Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
3 – 15	1/0 AL 25 KV XLPE Cϕ	337	269	3 –> 15
15 – 16.5	1/0 AL 25 KV XLPE Cϕ	673	630	15 –> 16.5
16.5 – 18	1/0 AL 25 KV XLPE Cϕ	458	415	18 –> 16.5
18 – 4	1/0 AL 25 KV XLPE Cϕ	275	222	4 –> 18
TOTAL		1743	1536	

LOOP#: AXXXX7

Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
4 – 19	1/0 AL 25 KV XLPE Aϕ	371	318	4 –> 19
19 – 20.5	1/0 AL 25 KV XLPE Aϕ	747	704	19 –> 20.5
20.5 – 22.5	1/0 AL 25 KV XLPE Aϕ	607	587	EITHER
22.5 – 6	1/0 AL 25 KV XLPE Aϕ	679	649	6 –> 22.5
TOTAL		2404	2258	

LOOP#: BXXXX8

Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
4 – 19	1/0 AL 25 KV XLPE Bϕ	371	318	4 –> 19
19 – 20	1/0 AL 25 KV XLPE Bϕ	671	631	19 –> 20
20 – 21	1/0 AL 25 KV XLPE Bϕ	401	387	21 –> 20
21 – 22	1/0 AL 25 KV XLPE Bϕ	401	387	21 –> 22
22 – 24	1/0 AL 25 KV XLPE Bϕ	748	732	22 –> 24
24 – 6	1/0 AL 25 KV XLPE Bϕ	261	234	6 –> 24
TOTAL		2851	2689	

LOOP#: CXXXX9

Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
4 – 19	1/0 AL 25 KV XLPE Cϕ	371	318	4 –> 19
19 – 19.5	1/0 AL 25 KV XLPE Cϕ	440	397	19 –> 19.5
19.5 – 20.5	1/0 AL 25 KV XLPE Cϕ	322	302	EITHER
20.5 – 22.5	1/0 AL 25 KV XLPE Cϕ	607	587	EITHER
22.5 –23	1/0 AL 25 KV XLPE Cϕ	134	117	23 –> 22.5
23 – 24	1/0 AL 25 KV XLPE Cϕ	530	516	23 –> 24
24 – 6	1/0 AL 25 KV XLPE Cϕ	261	234	6 –> 24
TOTAL		2665	2471	

LOOP#: AXXXX10

Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
6 – 25	1/0 AL 25 KV XLPE Aϕ	86	33	6 –> 25
25 – 25.5	1/0 AL 25 KV XLPE Aϕ	436	393	25 –> 25.5
25.5 – 26.5	1/0 AL 25 KV XLPE Aϕ	564	544	26.5 –> 25.5
27 – 29	1/0 AL 25 KV XLPE Aϕ	370	356	29 –> 27
29 – 30	1/0 AL 25 KV XLPE Aϕ	598	584	29 –> 30
30 – 30.5	1/0 AL 25 KV XLPE Aϕ	365	348	30 –> 30.5
30.5 – PME#1322	1/0 AL 25 KV XLPE Aϕ	551	521	PME#1322 –> 30.5
TOTAL		2970	2779	

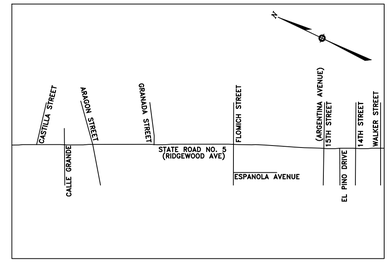
LOOP#: BXXXX11

Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
6 – 25	1/0 AL 25 KV XLPE Bϕ	86	33	6 –> 25
25 – 26	1/0 AL 25 KV XLPE Bϕ	560	520	26 –> 25
26 – 26.5	1/0 AL 25 KV XLPE Bϕ	459	442	26 –> 26.5
27 – 28	1/0 AL 25 KV XLPE Bϕ	334	320	27 –> 28
28 – 29.5	1/0 AL 25 KV XLPE Bϕ	621	604	28 –> 29.5
29.5 – 30	1/0 AL 25 KV XLPE Bϕ	219	202	29.5 –> 30
30 – 30.5	1/0 AL 25 KV XLPE Bϕ	365	348	30 –> 30.5
30.5 – PME#1322	1/0 AL 25 KV XLPE Bϕ	551	521	PME#1322 –> 30.5
TOTAL		3195	2990	

LOOP#: CXXXX12

Location	Cable Type	Cable Length (ft)	Duct Length (ft)	Direction
6 – 25	1/0 AL 25 KV XLPE Cϕ	86	33	6 –> 25
25 – 26	1/0 AL 25 KV XLPE Cϕ	560	520	26 –> 25
26 – 26.5	1/0 AL 25 KV XLPE Cϕ	459	442	26 –> 26.5
27 – 28	1/0 AL 25 KV XLPE Cϕ	334	320	27 –> 28
28 – 29	1/0 AL 25 KV XLPE Cϕ	260	246	29 –> 28
29 – 29.5	1/0 AL 25 KV XLPE Cϕ	395	378	29 –> 29.5
29.5 – 30.5	1/0 AL 25 KV XLPE Cϕ	361	341	EITHER
30.5 – PME#1322	1/0 AL 25 KV XLPE Cϕ	551	521	PME#1322 –> 30.5
TOTAL		3006	2801	

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐



EDGE OF PAVEMENT
EXISTING RIGHT OF WAY
PROPOSED EASEMENT
PROPOSED PRIMARY
PROPOSED SPLICE BOX
PROPOSED HANDHOLE

UTILITY LEGEND

CENTURYLINK CABLES
SEWER GRAVITY MAIN
WATER MAIN
GAS MAIN

GENERAL NOTES
1. CONTRACTOR SHALL PROVIDE WARNING SIGNAL FOR PEDESTRIANS AND TRAFFIC CONTROL
2. CONTRACTOR SHALL INSTALL AND JOIN PVC CONDUITS PER DCS UN–27.0.0. IF JOB IS TO BE DONE BY AN EXTERNAL CONTRACTOR THERE MUST BE AN INSPECTOR ON THE JOB TO ENSURE SPECIFICATIONS ARE FOLLOWED.
3. CONTRACTOR SHALL SEAL ALL UNUSED DUCTS AS PER DCS UN–29.0.0.
4. ALL CABLE SPLICING TO BE DONE AS PER DCS SECTION UE.
5. ALL CONDUIT ENDS SHALL BE CAPPED AND MARKED WITH EMD PER UN–29.0.0
6. UNLESS OTHERWISE NOTED, CONTRACTOR SHALL INSTALL A 48" MIN COVER FOR ALL PRIMARY DUCTS
7. A MINIMUM OF 12" RADIAL CLEARANCE SHALL BE MAINTAIN FROM OTHER DUCTS, FOREIGN UTILITIES OR OBSTRUCTIONS.
8. ALL PERMIT REQUIREMENTS HAVE TO BE COMPLETED AND HAVE PERMITS ON HAND PRIOR TO CONSTRUCTION.
9. 48 HOURS PRIOR TO CONSTRUCTION, PLEASE CONTACT SUNSHINE AT 1–800–432–4770 TO HAVE UTILITIES MARK FIELD LOCS OF BURIED FACILITIES. DIG WITH CAUTION.
10. LOCATIONS AND ELEVATIONS ON OTHER UTILITIES WERE OBTAINED FROM THE BEST AVAILABLE INFORMATION. THEIR EXACT LOCATION MAY NOT BE SHOWN ON THIS DRAWING. THEREFORE, UTILITIES SHOWN ARE APPROXIMATE AND NOT ALL INCLUSIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING SITE CONDITIONS, LOCATIONS, AND DEPTHS OF ALL PIPING AND UTILITIES INCLUDING SERVICE CONNECTIONS. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES AND LOCATE BY HYDRO VAC AND HAND EXCAVATION.
11. THE CONTRACTOR SHALL PROVIDE TEMPORARY ENGINEERED SUPPORT TO ANY EXISTING EXPOSED UTILITIES THROUGHOUT CONSTRUCTION.
12. THE CONTRACTOR SHALL PROVIDE ENGINEERED METHOD TO TEMPORARILY SUPPORT STREET LIGHT FOUNDATIONS AND/OR EXISTING UTILITY POLES. THIS METHOD MUST BE APPROVED BY FPL PRIOR TO CONSTRUCTION.
13. EXISTING PARKING RAIL, PARKING METERS, AND ELECTRICAL PLUGS WITHIN THE CONSTRUCTION ZONE SHALL BE TEMPORARILY REMOVED DURING CONSTRUCTION AND REINSTATED POST CONSTRUCTION PER ALL APPLICABLE FPL REQUIREMENTS.
14. CONTACT CITY OR COUNTY PARKING ADMINISTRATOR TWO WEEKS PRIOR TO CONSTRUCTION TO INSTATE TEMPORARY NO PARKING ZONE.
15. CONTACT ALL THE NEIGHBORS TWO WEEKS PRIOR TO CONSTRUCTION TO NOTIFY THE CONSTRUCTION SCHEDULE AND ACCESS IMPACTS
16. CONTRACTOR SHALL INSTALL FEEDER SPLICE BOX AS PER UN–18.0.0.
17. PULLING EYE SHALL BE USED FOR ALL CABLE PULLS. REFER TO PULLING TABLE FOR MORE DETAILS.

NOTES CONTINUE:

- ALL SUBSURFACE INFRASTRUCTURE HAS NOT BEEN IDENTIFIED IN THE FIELD ALL SPECIFIED DEPTHS, PIPE SIZES AND TYPE ARE ESTIMATES AND APPROXIMATIONS BASED ON INFORMATION PROVIDED. CONSTRUCTION REQUIRED TO IDENTIFY ALL SUBSURFACE INFRASTRUCTURE DEPTHS AND SIZES PRIOR TO START OF CONSTRUCTION.
- THE LOCATION AND EXISTENCE OF ANY FACILITIES MAY NOT BE RELIED UPON BY THE SUPPLIER IN RESPONDING TO A BID OR IN COMPLYING WITH ANY CONTRACT. SUPPLIER IS RESPONSIBLE FOR EVALUATING SITE CONDITIONS BOTH ABOVE AND BELOW GROUND INCLUDING UNDERGROUND FACILITY LOCATIONS.
- MAINTAIN MINIMUM CLEARANCE OF 12" TO OTHER UTILITIES
- ALL CIRCUITS ARE EFFECTIVELY GROUNDED.
- SUBSURFACE INFORMATION NOT OBTAINED. FIELD FIT REQUIRED.

PRELIMINARY

ATTENTION

ROW AGREEMENT

IMPORTANT:
THE UNDERGROUND FACILITIES AND ASSOCIATED EQUIPMENT ARE IN THE RIGHT OF WAY DUE TO SPECIAL REQUEST BY THE LOCAL GOVERNMENT AGENCY AND ARE COVERED BY SPECIAL AGREEMENT WITH THE LOCAL GOVERNMENT. SHOULD THE LOCAL GOVERNMENT OR OTHER RIGHT OF WAY REQUIRE FPL TO RELOCATE, ADJUST OR REARRANGE ANY OF THESE FACILITIES, AS THEY MAY EXIST INITIALLY OR LATER BE MODIFIED, UPGRADED, OR OTHERWISE ALTERED, THE LOCAL GOVERNMENT SHALL PROVIDE FPL WITH A SUBSTITUTE LOCATION, INCLUDING ANY EASEMENTS THAT MAY BE NECESSARY, AND PAY ANY COSTS FOR THE RELOCATION, ADJUSTMENT, OR REARRANGEMENT. THE LOCAL GOVERNMENT SHALL ALSO REIMBURSE FPL FOR ANY COSTS TO LOCATE, EXPOSE PROTECT OR SUPPORT THE FACILITIES, IN THE EVENT OF FUTURE CONSTRUCTION OR EXCAVATION IN CLOSE PROXIMITY TO THE FACILITIES. REQUEST A COPY OF THE RIGHT OF WAY AGREEMENT FROM DOC FILES/GO FOR FURTHER DETAILS.

DISCLAIMER:
THIS IS NOT TO BE USED FOR CABLE LOCATIONS
CALL:1–800–432–4770
CAUTION: THIS DRAWING IS AN APPROXIMATION.
DETERMINE EXACT LOCATION OF THE CABLE/DUCT LINES/CONDUIT PRIOR TO ANY SUBSURFACE OPERATION IN THIS AREA.
THESE PRELIMINARY DRAWINGS SHALL BE USED FOR COORDINATION PURPOSES TO DETERMINE FPL PROPOSED EQUIPMENT PLACEMENT.
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CALL 811(SUNSHINE811) PRIOR TO ANY EXCAVATION ACTIVITIES

AS–BUILT COPY
Initials Cert. Date
AS–BUILT CREW PRINT
Foreman's Signature Date
Job CERTIFIED COMPLETED as shown on this AS–BUILT print. Material changes shown on ROS.
Supervisor's Signature Date
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.
Foreman's Signature Date

Easement? YES ☒ NO ☐
Tree Work? YES ☐ NO ☒
Map Posting? YES ☒ NO ☐
Posted by

Survey/Stake? YES ☐ NO ☒
Designer/Stake? YES ☐ NO ☒
Work with SMO? YES ☐ NO ☒
CT/Special Mtr? YES ☐ NO ☒
Trench Feet
Duct Bank Feet
PERMIT REQ'D: CITY ☐ DR. DIST. ☐ COUNTY AIR ☐ STATE RD X ☐ FAA ☐ WMD ☐ RR XING ☐ COUNTY RD. ☐ TRANSM. ☐
Telephone Request? YES ☐ NO ☒ CATV Request? YES ☐ NO ☒

DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	11/15/24
MAP NO.	DY–0954

0 15 30 60 FEET

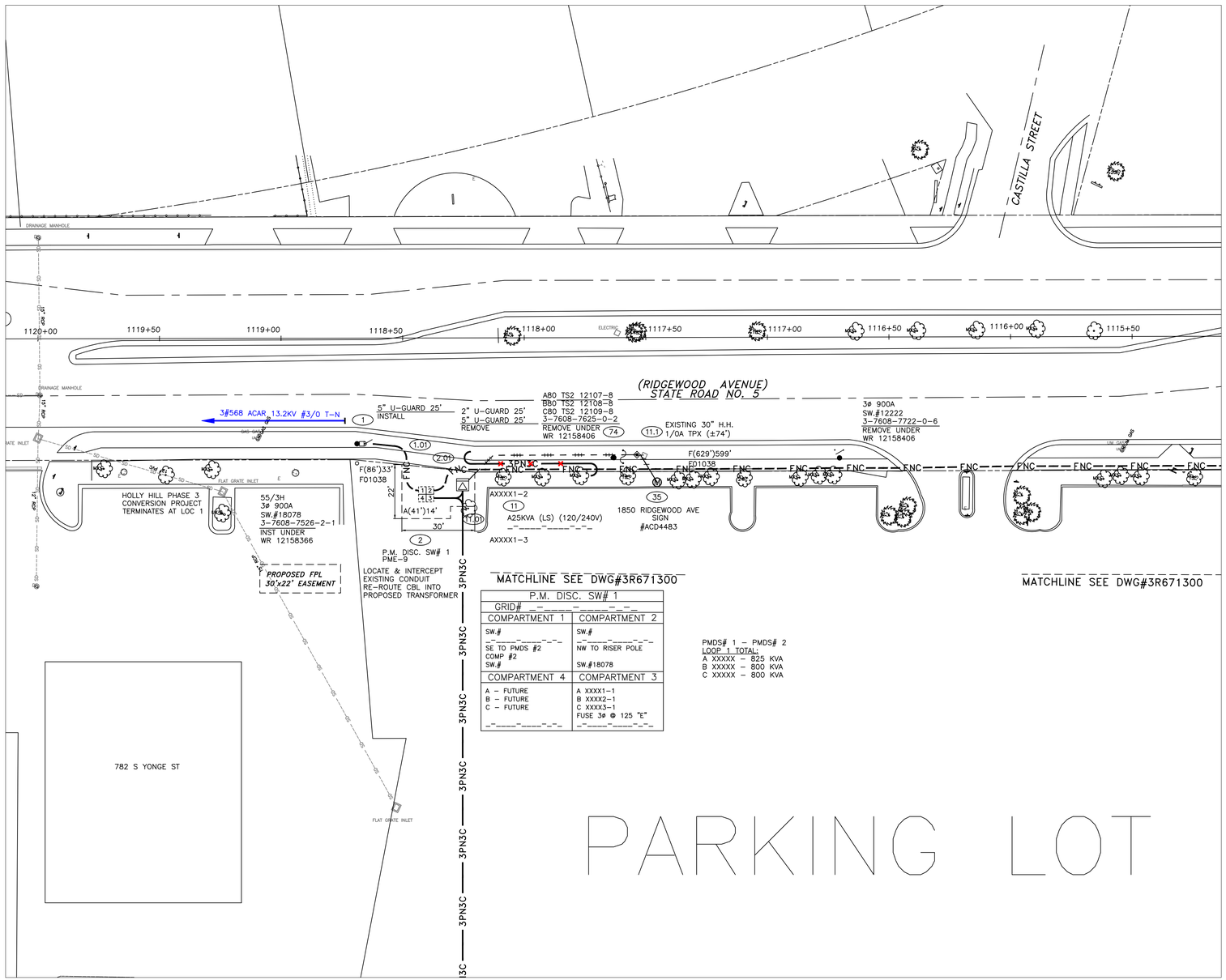
M/A: CF
HOLLY HILL CONV. PH3 OH2UG
HOLLY HILL
VOLUSIA COUNTY, FL
DWG NO. NOTES 3
WR: 12158163 IWR: — —

TWNP: 14 RNG: 32 SEC: 42 QTR: _____

PLOT DATE: 12/20/2024 PLOT TIME: 14:10:15 CAD NAME:

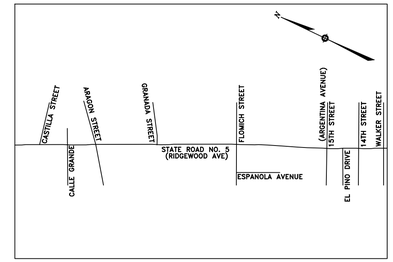
Attachment: Phase 3 FPL Construction Plans Dec 2024 (2025:R-4 : FPL Overhead to Underground Phase 3 Approval)

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐



P.M. DISC. SW# 1	
GRID#	
COMPARTMENT 1	COMPARTMENT 2
SW.# SE TO PMDS #2 COMP #2 SW.#	SW.# NW TO RISER POLE SW.#18078
COMPARTMENT 4	COMPARTMENT 3
A – FUTURE B – FUTURE C – FUTURE	A XXXX1-1 B XXXX2-1 C XXXX3-1 FUSE 3ø @ 125 "E"

PMDS# 1 – PMDS# 2
LOOP 1 TOTAL:
A XXXXX – 825 KVA
B XXXXX – 800 KVA
C XXXXX – 800 KVA

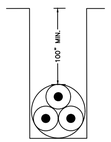


American Disabilities Act
If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.

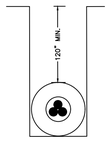
CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG

LOCATE MARKINGS COLOR CODE

RED	ELECTRIC	BLUE	WATER
YELLOW	GAS–OIL–STEAM	GREEN	SEWER
PINK	TEMP.SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		



3–2" DUCT WITH 10" REAM



1–6" DUCT WITH 12" REAM

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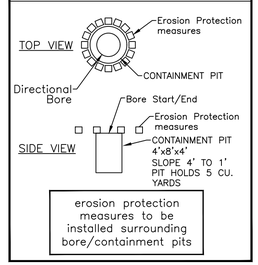
BORE PIT DETAIL
N.T.S.



erosion protection measures to be installed surrounding bore/containment pits

REFERENCE DWG's

PRELIMINARY

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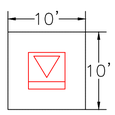
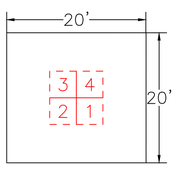
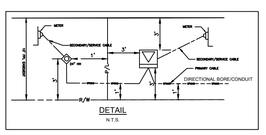


TYPICAL PROPOSED TRANSFORMER LAYOUT:
- SINGLE PHASE REQUIRED EASEMENT
- 10' X 10'
- UNLESS OTHERWISE NOTED



TYPICAL PROPOSED PADMOUNT SWITCH LAYOUT:
- PME SWITCHS
- REQUIRED EASEMENT
- 20'X 20'
- UNLESS OTHERWISE NOTED
- SAME AS OTHER SWITCHGEAR



AS–BUILT COPY	AS–BUILT CREW PRINT
Initials / Cert. Date	Foreman's Signature / Date
Job CERTIFIED COMPLETED as shown on this AS–BUILT print. Material changes shown on ROS.	
Supervisor's Signature / Date	
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.	
Foreman's Signature / Date	

Easement? YES ☒ NO ☐	Survey/Stake? YES ☐ NO ☒	Work with SMO? YES ☐ NO ☒	
Tree Work? YES ☐ NO ☒	Designer/Stake? YES ☐ NO ☒	CT/Special Mtr? YES ☐ NO ☒	
Map Posting? YES ☒ NO ☐	Trench Feet	Duct Bank Feet	
	PERMIT REQ'D: CITY / DR. DIST. / COUNTY AIR / STATE RD X / FAA		
	WMD / RR XING / COUNTY RD. / TRANSM.		
Posted by	Telephone Request? YES ☐ NO ☒	CATV Request? YES ☐ NO ☒	

DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY–0964

0 10 20 40 FEET

M/A: CF
HOLLY HILL CONV. PH3 OH2UG
HOLLY HILL
VOLUSIA COUNTY, FL

DWG NO. (1) of (16)
WR:12158163 IWR: — —

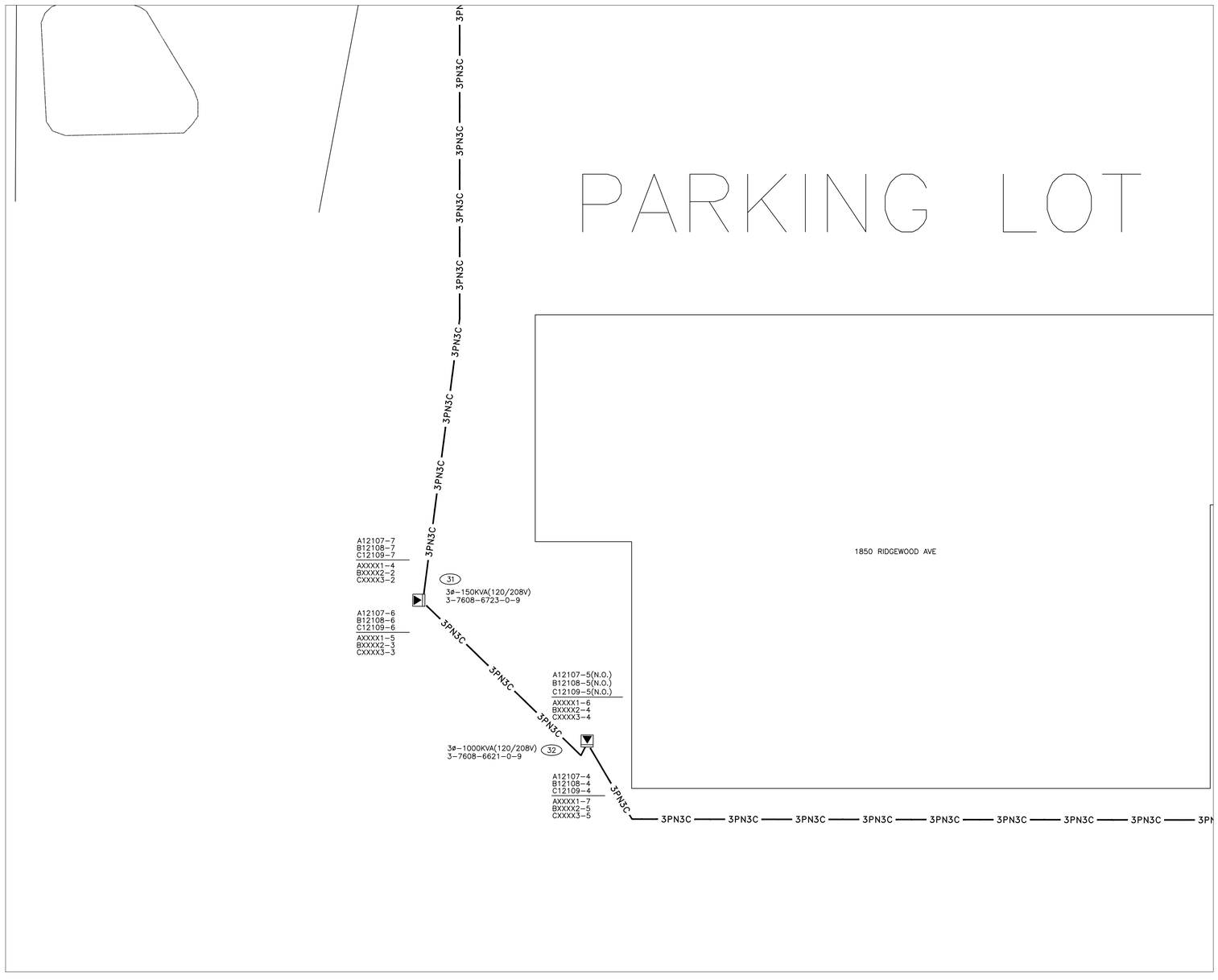
TWNP:14 RNG:32 SEC:42 QTR:

PLOT DATE: 12/20/2024 PLOT TIME: 14:10:21 CAD NAME:

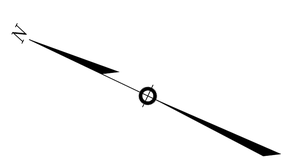
Attachment: Phase 3 FPL Construction Plans Dec 2024 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

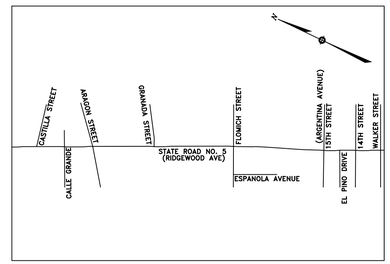
MATCHLINE SEE SHEET 1

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐



MATCHLINE SEE SHEET 5





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48 HOURS BEFORE YOU DIG

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YELLOW	GAS–OIL–STEAM	GREEN	SEWER
PINK	TEMP.SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

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REFERENCE DWG's

BORE PIT DETAIL
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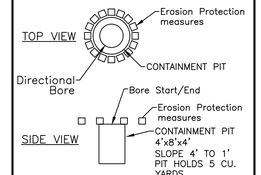

erosion protection measures to be installed surrounding bore/containment pits

PRELIMINARY

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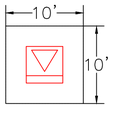

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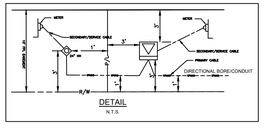


TWNP: 14 RNG: 32 SEC: 42 QTR: _____

AS–BUILT COPY	AS–BUILT CREW PRINT	Easement? YES ☒ NO ☐	Survey/Stake? YES ☐ NO ☒	Work with SMO? YES ☐ NO ☒	DESIGNED BY: A. VOZZA
Initials / Cert. Date	Foreman's Signature / Date	Tree Work? YES ☐ NO ☒	Designer/Stake? YES ☐ NO ☒	CT/Special Mtr? YES ☐ NO ☒	DRAWN BY: A. VOZZA
Job CERTIFIED COMPLETED as shown on this AS–BUILT print. Material changes shown on ROS.		Map Posting? YES ☒ NO ☐	Trench Feet	Duct Bank Feet	DATE: 12/20/24
Supervisor's Signature / Date			PERMIT REQ'D: CITY ☐ DR. DIST. ☐ COUNTY AIR ☐ STATE RD X FAA ☐		MAP NO.: DY–0964
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		Posted by	WMD ☐ RR XING ☐ COUNTY RD. ☐ TRANSM. ☐		0 10 20 40 FEET
Foreman's Signature / Date			Telephone Request? YES ☐ NO ☒	CATV Request? YES ☐ NO ☒	

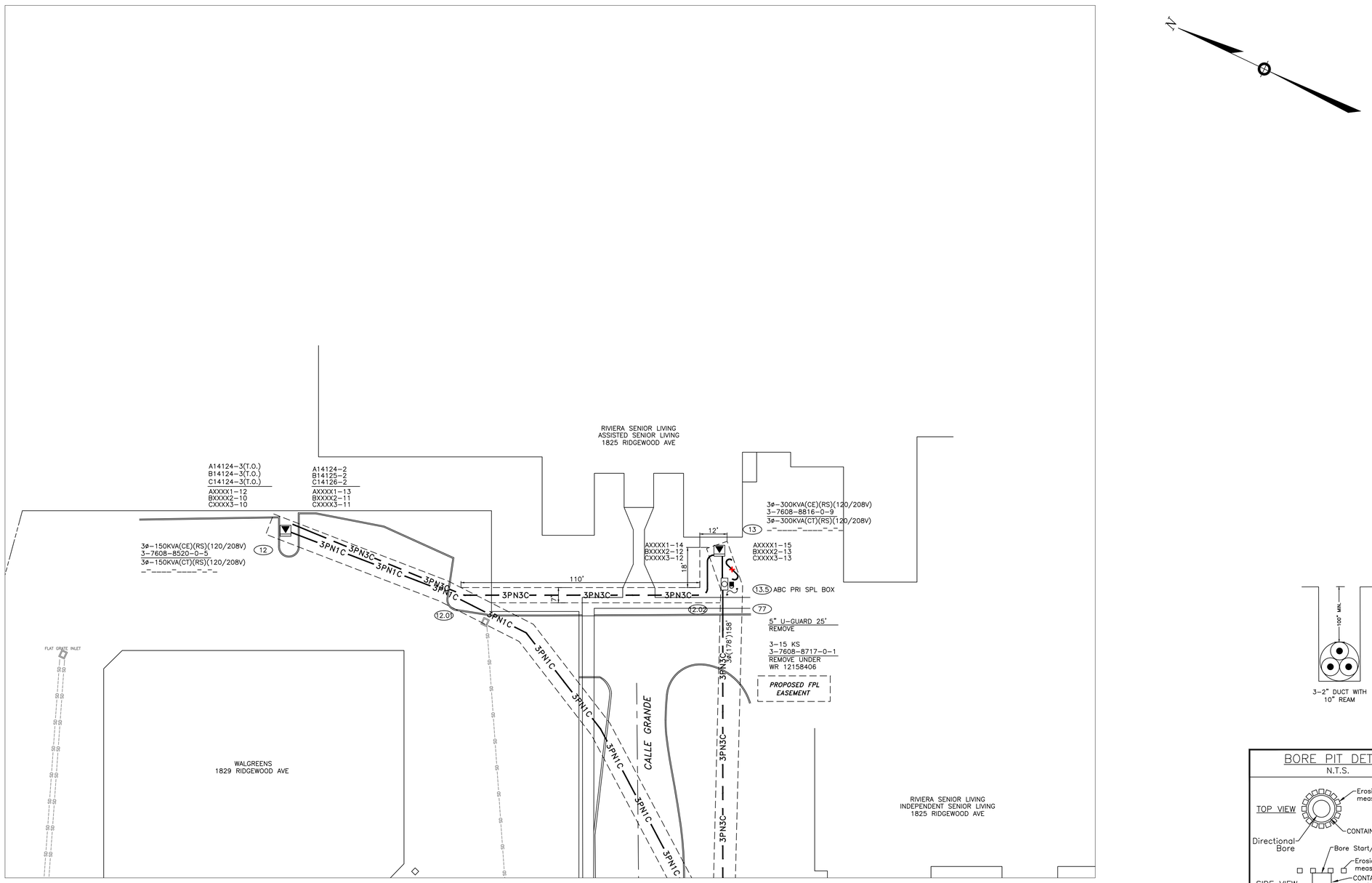
M/A: CF
HOLLY HILL CONV. PH3 OH2UG
HOLLY HILL
VOLUSIA COUNTY, FL

DWG NO. (2) of (16)
WR: 12158163 IWR: — —

PLOT DATE: 12/20/2024 PLOT TIME: 14:10:26 CAD NAME:

Attachment: Phase 3 FPL Construction Plans Dec 2024 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐



MATCHLINE SEE SHEET 4

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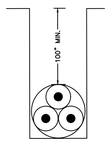
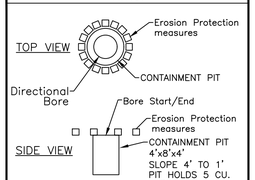


3-2" DUCT WITH 10" REAM

BORE PIT DETAIL
N.T.S.



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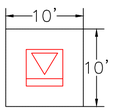

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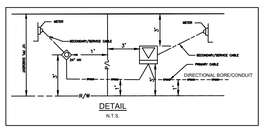

PRELIMINARY

TWNP: 14 RNG: 32 SEC: 42 QTR: _____

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HOLLY HILL CONV. PH3 OH2UG
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PLOT DATE: 12/20/2024 PLOT TIME: 14:10:31 CAD NAME:

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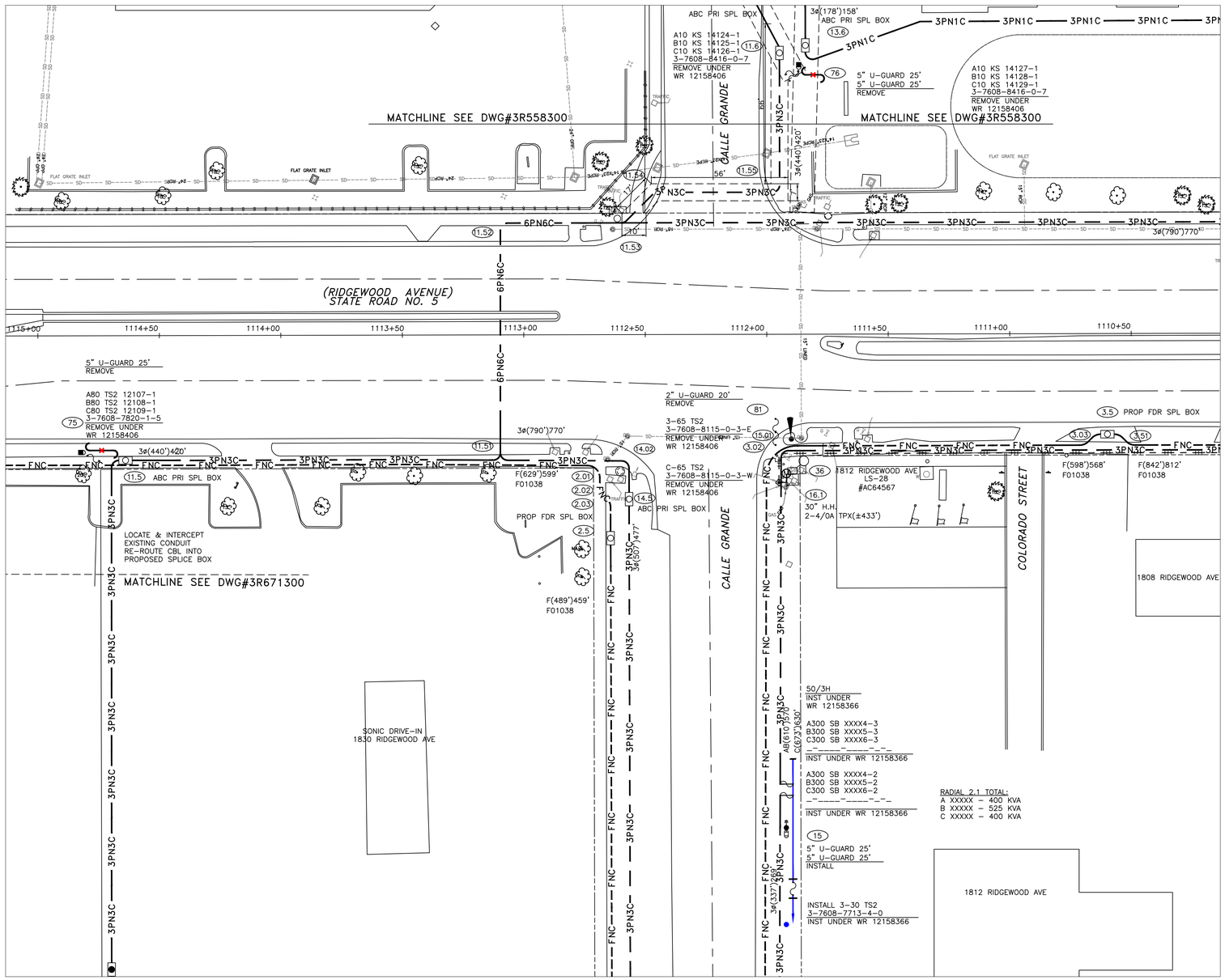
MATCHLINE SEE SHEET 3

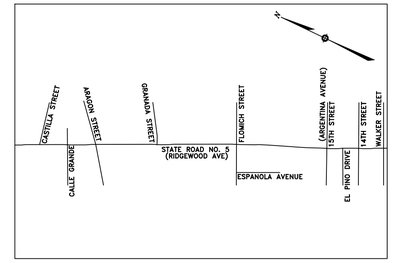
INACCESSIBLE ☒ 13KV FUTURE 23KV 23KV SALT SPRAY



MATCHLINE SEE SHEET 1

MATCHLINE SEE SHEET 7

MATCHLINE SEE SHEET 5



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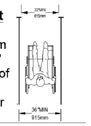

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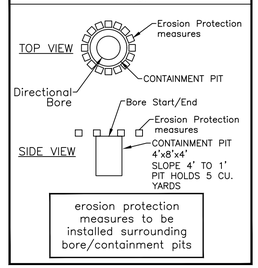

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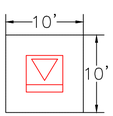

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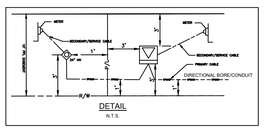

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HOLLY HILL
VOLUSIA COUNTY, FL

DWG NO. (4) of (16)
WR: 12158163 IWR: — —

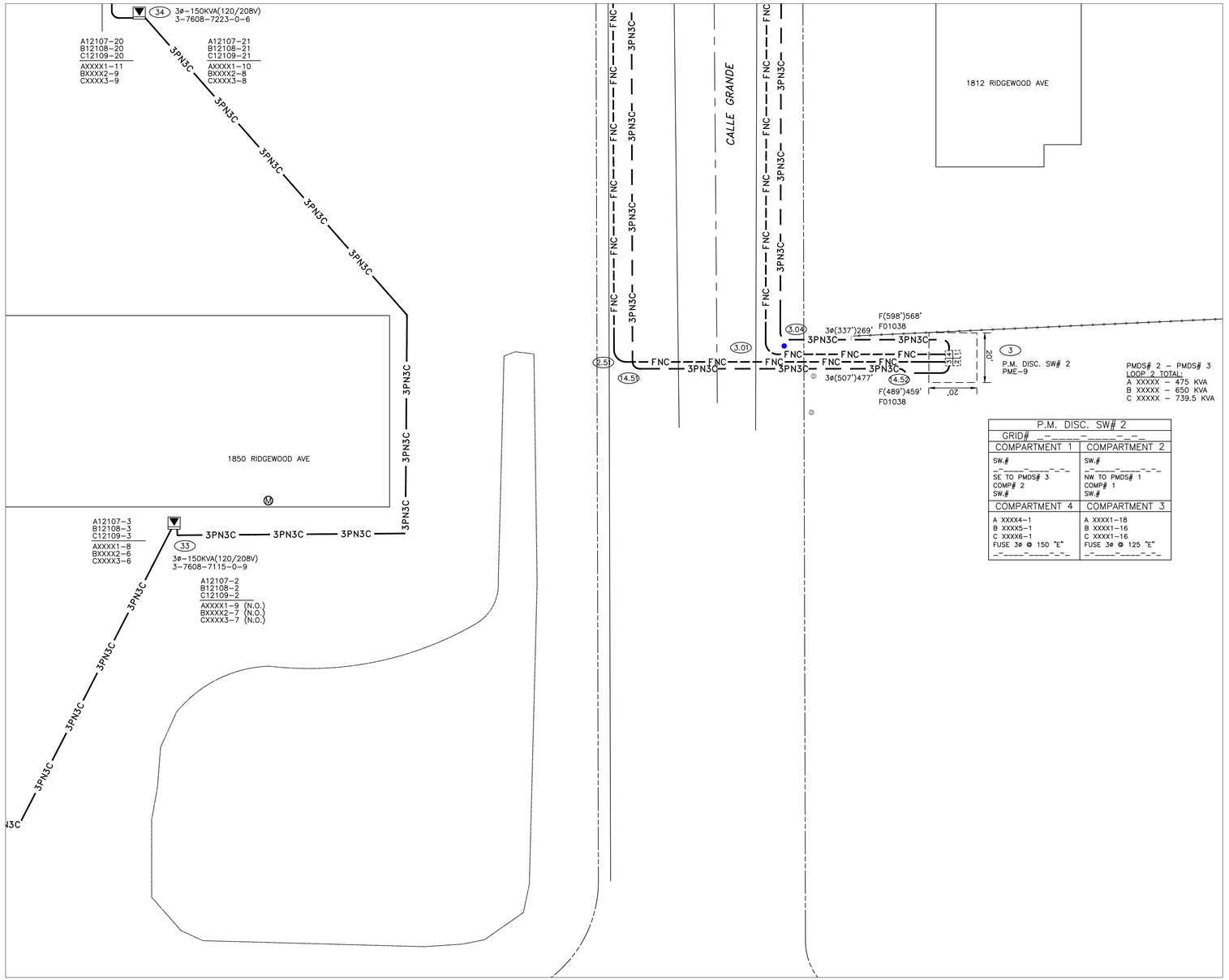
PLOT DATE: 12/20/2024 PLOT TIME: 14:10:36 CAD NAME:

Attachment: Phase 3 FPL Construction Plans Dec 2024 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

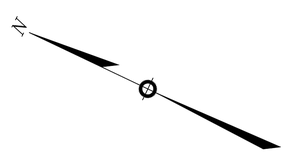
MATCHLINE SEE SHEET 4

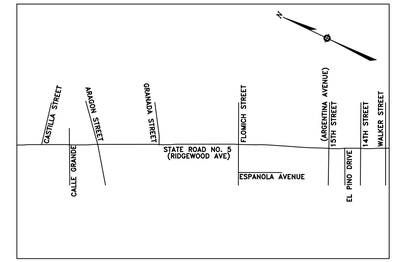
MATCHLINE SEE SHEET 2

INACCESSIBLE ☒ 13KV FUTURE 23KV 23KV SALT SPRAY



P.M. DISC. SW# 2	
GRID# _ _ _ _ _ _ _ _ _ _ _ _	
COMPARTMENT 1	COMPARTMENT 2
SW.# _ _ _ _ _ _ _ _ _ _ _ _ SE TO PMDS# 3 COMP# 2 SW.#	SW.# _ _ _ _ _ _ _ _ _ _ _ _ NW TO PMDS# 1 COMP# 1 SW.#
COMPARTMENT 4	COMPARTMENT 3
A XXXX4-1 B XXXX5-1 C XXXX6-1 FUSE 3ø @ 150 "E"	A XXXX1-18 B XXXX1-16 C XXXX1-16 FUSE 3ø @ 125 "E"





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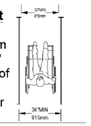

CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG

LOCATE MARKINGS COLOR CODE

RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP.SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

GENERAL NOTES
1. CONTRACTOR SHALL PROVIDE WARNING SIGNAL FOR PEDESTRIANS AND TRAFFIC CONTROL.
2. CONTRACTOR SHALL INSTALL AND JOIN PVC CONDUITS PER DCS UN-27.0.0. IF JOB IS TO BE DONE BY AN EXTERNAL CONTRACTOR THERE MUST BE AN INSPECTOR ON THE JOB TO ENSURE SPECIFICATIONS ARE FOLLOWED.
3. CONTRACTOR SHALL SEAL ALL UNUSED DUCTS AS PER DCS UN-29.0.0.
4. ALL CABLE SPLICING TO BE DONE AS PER DCS SECTION UE.
5. ALL CONDUIT ENDS SHALL BE CAPPED AND MARKED WITH EMD PER UN-29.0.0
6. UNLESS OTHERWISE NOTED, CONTRACTOR SHALL INSTALL A 48" MIN COVER FOR ALL PRIMARY DUCTS
7. A MINIMUM OF 12" RADIAL CLEARANCE SHALL BE MAINTAIN FROM OTHER DUCTS, FOREIGN UTILITIES OR OBSTRUCTIONS.
8. ALL PERMIT REQUIREMENTS HAVE TO BE COMPLETED AND HAVE PERMITS ON HAND PRIOR TO CONSTRUCTION.
9. 48 HOURS PRIOR TO CONSTRUCTION, PLEASE CONTACT SUNSHINE AT 1-800-432-4770 TO HAVE UTILITIES MARK FIELD LOCS OF BURIED FACILITIES. DIG WITH CAUTION.
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BORE PIT DETAIL
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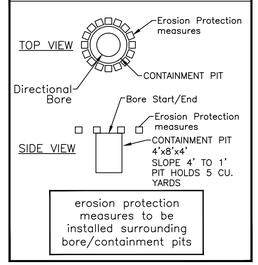

erosion protection measures to be installed surrounding bore/containment pits

REFERENCE DWG's

PRELIMINARY

ATTENTION

ROW AGREEMENT

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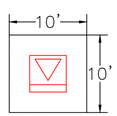

TYPICAL PROPOSED TRANSFORMER LAYOUT:
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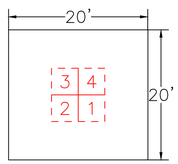
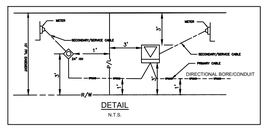


TYPICAL PROPOSED PADMOUNT SWITCH LAYOUT:
- PME SWITCHES
- REQUIRED EASEMENT
- 20'X 20'
- UNLESS OTHERWISE NOTED
- SAME AS OTHER SWITCHGEAR



AS-BUILT COPY	AS-BUILT CREW PRINT	Easement? YES ☒ NO ☐	Survey/Stake? YES ☐ NO ☒	Work with SMO? YES ☐ NO ☒	
Initials Cert. Date	Foreman's Signature Date	Tree Work? YES ☐ NO ☒	Designer/Stake? YES ☐ NO ☒	CT/Special Mtr? YES ☐ NO ☒	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.		Map Posting? YES ☒ NO ☐	Trench Feet	Duct Bank Feet	
Supervisor's Signature Date			PERMIT REQ'D: CITY / DR. DIST. / COUNTY AIR / STATE RD X / FAA; WMD / RR XING / COUNTY RD. / TRANSM.		
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		Posted by	Telephone Request? YES ☐ NO ☒	CATV Request? YES ☐ NO ☒	
Foreman's Signature Date					

FPL

DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY-0964

0 10 20 40 FEET

M/A: CF
HOLLY HILL CONV. PH3 OH2UG
HOLLY HILL
VOLUSIA COUNTY, FL

DWG NO. (5) of (16)
WR: 12158163 IWR: — —

PLOT DATE: 12/20/2024 PLOT TIME: 14:10:41 CAD NAME:

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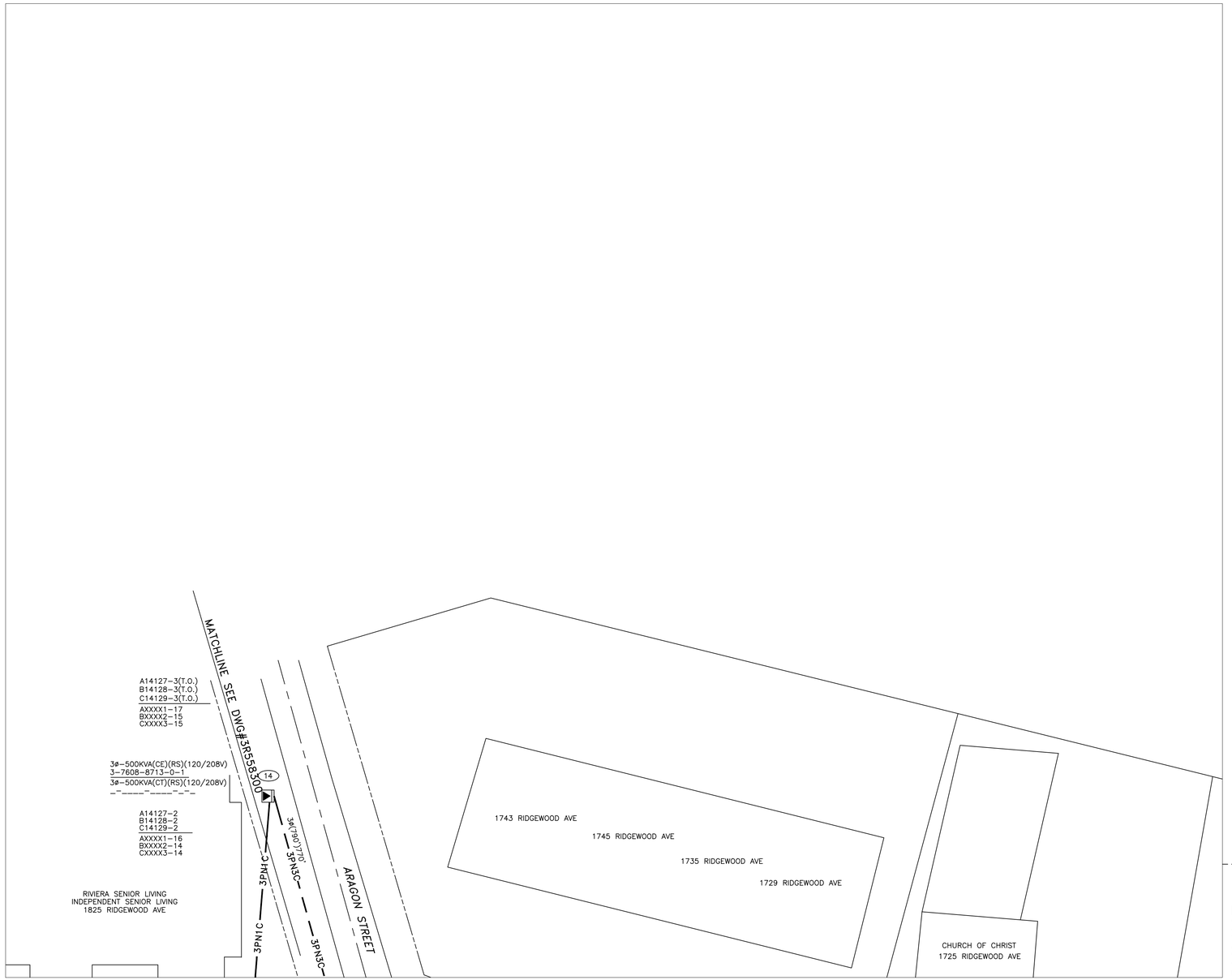
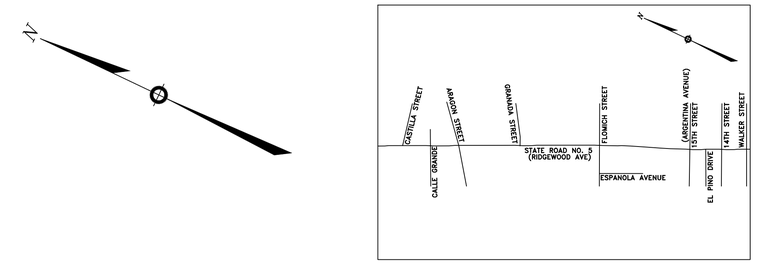
☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐

MATCHLINE SEE SHEET 3



MATCHLINE SEE SHEET 7

MATCHLINE SEE SHEET 8



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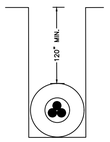
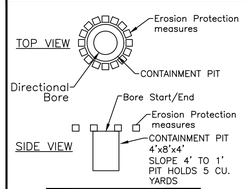


1-6" DUCT WITH 12" REAM

BORE PIT DETAIL
N.T.S.



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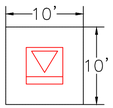

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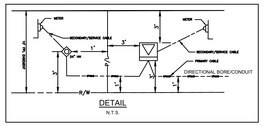

PRELIMINARY

TWNP: 14 RNG: 32 SEC: 42 QTR: _____

AS-BUILT COPY	AS-BUILT CREW PRINT	Easement? YES ☒ NO ☐	Survey/Stake? YES ☐ NO ☒	Work with SMO? YES ☐ NO ☒	DESIGNED BY	A. VOZZA	M/A: CF HOLLY HILL CONV. PH3 OH2UG
Initials / Cert. Date	Foreman's Signature / Date	Tree Work? YES ☐ NO ☒	Designer/Stake? YES ☐ NO ☒	CT/Special Mtr? YES ☐ NO ☒	DRAWN BY	A. VOZZA	HOLLY HILL
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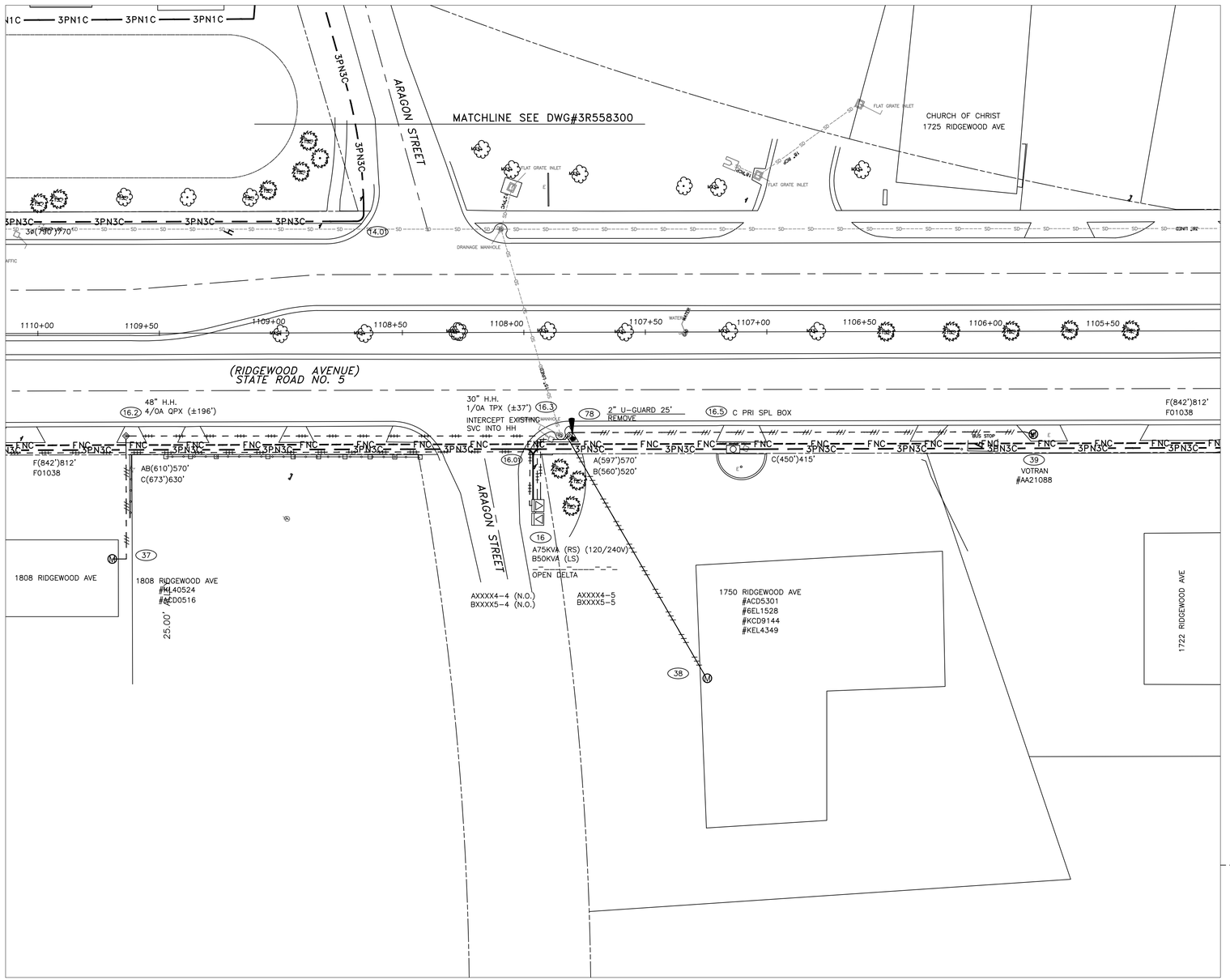
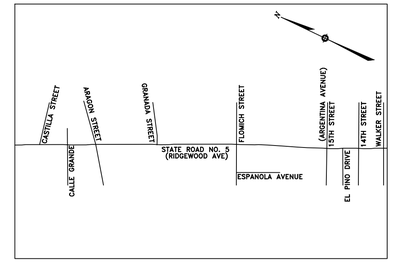
MATCHLINE SEE SHEET 6

MATCHLINE SEE SHEET 4

MATCHLINE SEE SHEET 8





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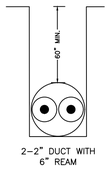

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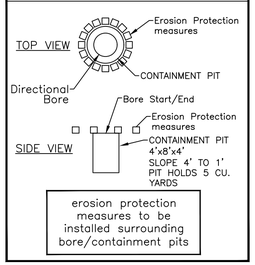

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DETERMINE EXACT LOCATION OF THE CABLE/DUCT LINES/CONDUIT PRIOR TO ANY SUBSURFACE OPERATION IN THIS AREA.
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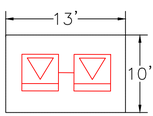
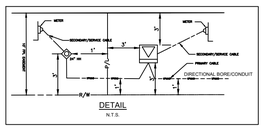


TYPICAL PROPOSED TRANSFORMER LAYOUT:
- OPEN DELTA
- REQUIRED EASEMENT
- 13' × 10'
- UNLESS OTHERWISE NOTED



PRELIMINARY

TWNP: 14 RNG: 32 SEC: 42 QTR: _____

AS–BUILT COPY	Initials	Cert. Date	AS–BUILT CREW PRINT	Foreman's Signature	Date	Easement?	YES ☒ NO ☐	Survey/Stake?	YES ☐ NO ☒	Work with SMO?	YES ☐ NO ☒
Job CERTIFIED COMPLETED as shown on this AS–BUILT print. Material changes shown on ROS.				Supervisor's Signature	Date	Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☒	CT/Special Mtr?	YES ☐ NO ☒
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.				Foreman's Signature	Date	Map Posting?	YES ☒ NO ☐	Trench Feet		Duct Bank Feet	
								PERMIT REQ'D	CITY / DR. DIST. / COUNTY AIR / STATE RD X / FAA		
						Posted by			WMD / RR XING / COUNTY RD. / TRANSM.		
								Telephone Request? YES ☐ NO ☒		CATV Request? YES ☐ NO ☒	

FPL

DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY–0964

0 10 20 40 FEET

M/A: CF
HOLLY HILL CONV. PH3 OH2UG
HOLLY HILL
VOLUSIA COUNTY, FL

DWG NO. (7) of (16)
WR: 12158163 IWR: — —

PLOT DATE: 12/20/2024 PLOT TIME: 14:10:51 CAD NAME:

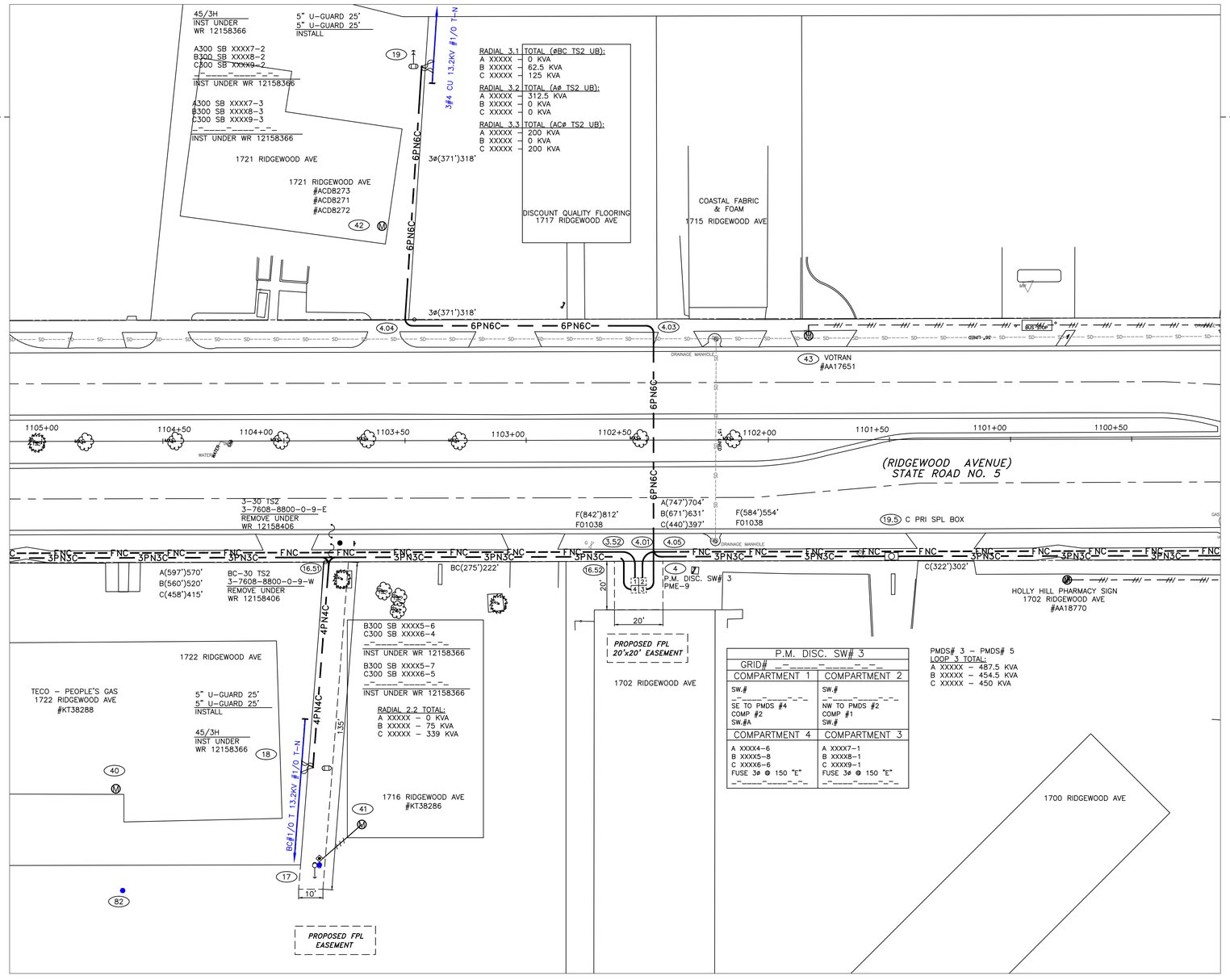
Attachment: Phase 3 FPL Construction Plans Dec 2024 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

MATCHLINE SEE SHEET 4

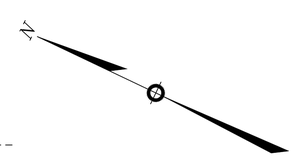
MATCHLINE SEE SHEET 7

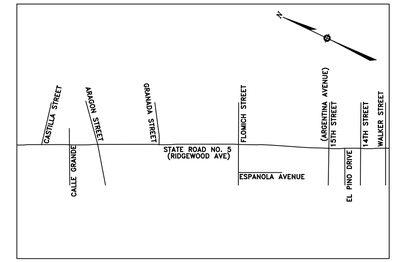
MATCHLINE SEE SHEET 9

INACCESSIBLE ☒ 13KV FUTURE 23KV 23KV SALT SPRAY



P.M. DISC. SW# 3	
GRID#	
COMPARTMENT 1	COMPARTMENT 2
SW.# SE TO PMDS #4 COMP #2 SW.#A	SW.# NW TO PMDS #2 COMP #1 SW.#
COMPARTMENT 4	COMPARTMENT 3
A XXXX4–6 B XXXX5–8 C XXXX6–6 FUSE 3Ø @ 150 "E"	A XXXX7–1 B XXXX8–1 C XXXX9–1 FUSE 3Ø @ 150 "E"





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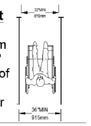
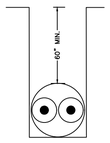


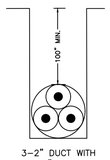
CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG

LOCATE MARKINGS COLOR CODE

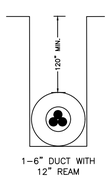
RED	ELECTRIC	BLUE	WATER
YELLOW	GAS–OIL–STEAM	GREEN	SEWER
PINK	TEMP.SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		



2–2" DUCT WITH 6" REAM



3–2" DUCT WITH 10" REAM



1–6" DUCT WITH 12" REAM

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7. A MINIMUM OF 12" RADIAL CLEARANCE SHALL BE MAINTAIN FROM OTHER DUCTS, FOREIGN UTILITIES OR OBSTRUCTIONS.
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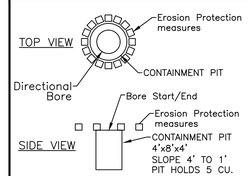
REFERENCE DWG's

BORE PIT DETAIL
N.T.S.



erosion protection measures to be installed surrounding bore/containment pits

PRELIMINARY

ATTENTION

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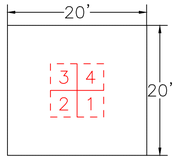
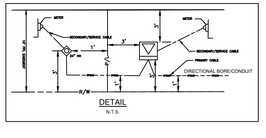


TYPICAL PROPOSED PADMOUNT SWITCH LAYOUT:
- PME SWITCHS
- REQUIRED EASEMENT
- 20'X 20'
- UNLESS OTHERWISE NOTED
- SAME AS OTHER SWITCHGEAR



TWNP: 14 RNG: 32 SEC: 42 QTR: _____

AS–BUILT COPY		AS–BUILT CREW PRINT	
Initials	Cert. Date	Foreman's Signature	Date

Job CERTIFIED COMPLETED as shown on this AS–BUILT print. Material changes shown on ROS.

Supervisor's Signature — Date

All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.

Foreman's Signature — Date

Easement?	YES ☒ NO ☐	Survey/Stake?	YES ☐ NO ☒	Work with SMO?	YES ☐ NO ☒	
Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☒	CT/Special Mtr?	YES ☐ NO ☒	
Map Posting?	YES ☒ NO ☐	Trench Feet		Duct Bank Feet		
		PERMIT REQ'D	CITY	DR. DIST.	COUNTY AIR	STATE RD X	FAA
			WMD	RR XING	COUNTY RD.	TRANSM.	
Posted by		Telephone Request? YES ☐ NO ☒		CATV Request? YES ☐ NO ☒		

DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY–0964

0 10 20 40 FEET

M/A: CF
HOLLY HILL CONV. PH3 OH2UG
HOLLY HILL
VOLUSIA COUNTY, FL

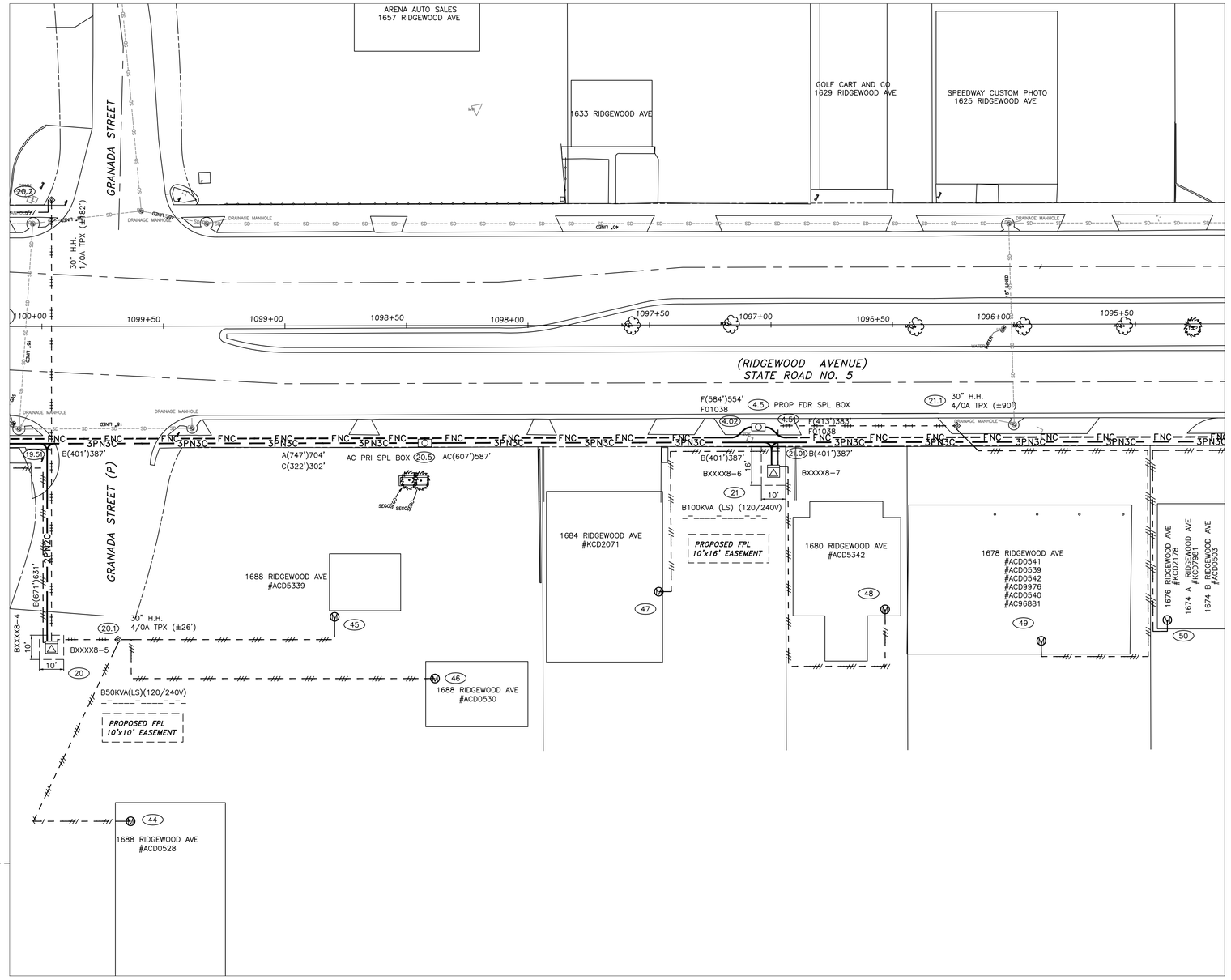
DWG NO. (8) of (16)
WR: 12158163 IWR: — —

PLOT DATE: 12/20/2024 PLOT TIME: 14:10:56 CAD NAME:

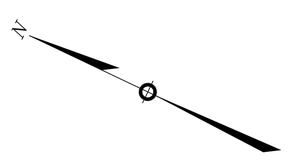
Dec 2024 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)
Attachment: Phase 3 FPL Construction Plans Dec 2024 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

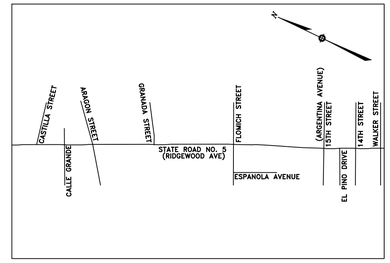
☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐

MATCHLINE SEE SHEET 8



MATCHLINE SEE SHEET 10





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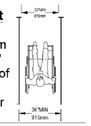

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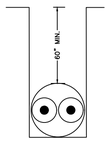
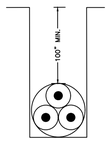


2–2" DUCT WITH 6" REAM



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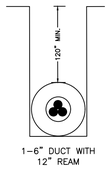

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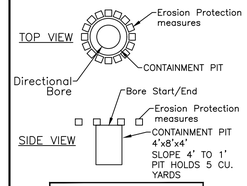

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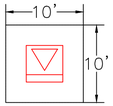

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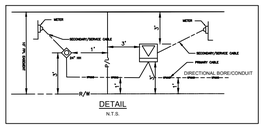
- 10' X 10'
- UNLESS OTHERWISE NOTED



PRELIMINARY

TWNP: 14 RNG: 32 SEC: 42 QTR: _____

AS–BUILT COPY	AS–BUILT CREW PRINT	Easement? YES ☒ NO ☐	Survey/Stake? YES ☐ NO ☒	Work with SMO? YES ☐ NO ☒	DESIGNED BY A. VOZZA
Initials Cert. Date	Foreman's Signature Date	Tree Work? YES ☐ NO ☒	Designer/Stake? YES ☐ NO ☒	CT/Special Mtr? YES ☐ NO ☒	DRAWN BY A. VOZZA
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Supervisor's Signature Date			PERMIT REQ'D: CITY / DR. DIST. / COUNTY AIR / STATE RD X / FAA; WMD / RR XING / COUNTY RD. / TRANSM.		MAP NO. DY–0964
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M/A: CF
HOLLY HILL CONV. PH3 OH2UG
HOLLY HILL
VOLUSIA COUNTY, FL

0 10 20 40 FEET

DWG NO. (9) of (16)
WR:12158163 IWR: — —

PLOT DATE: 12/20/2024 PLOT TIME: 14:11:01 CAD NAME:

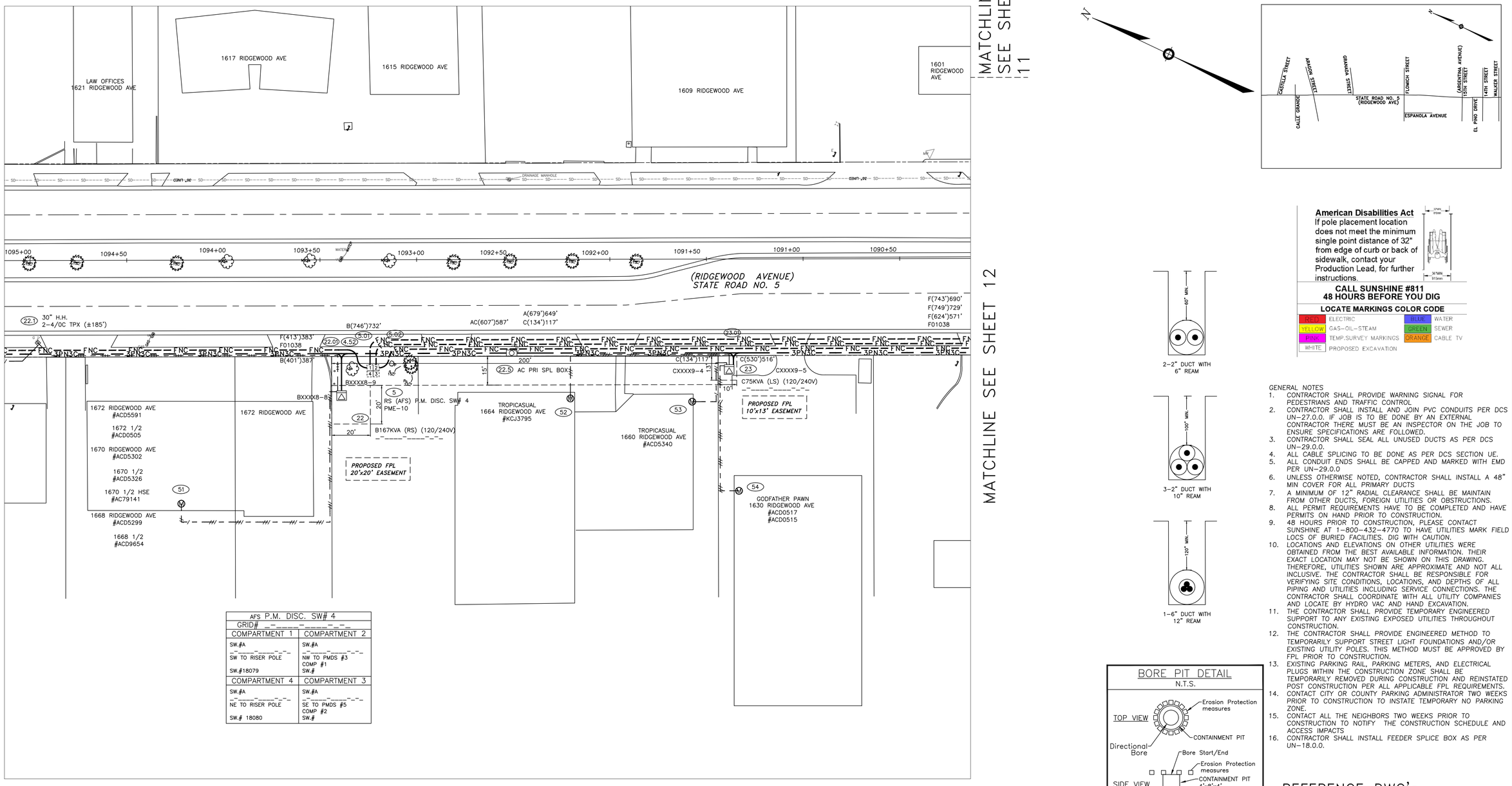
Attachment: Phase 3 FPL Construction Plans Dec 2024 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

MATCHLINE SEE SHEET 9

MATCHLINE SEE SHEET 12

MATCHLINE SEE SHEET 11

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐



AFS P.M. DISC. SW# 4	
GRID#	
COMPARTMENT 1	COMPARTMENT 2
SW.#A SW TO RISER POLE SW.#18079	SW.#A NW TO PMDS #3 COMP #1 SW.#
COMPARTMENT 4	COMPARTMENT 3
SW.#A NE TO RISER POLE SW.# 18080	SW.#A SE TO PMDS #5 COMP #2 SW.#

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48 HOURS BEFORE YOU DIG

LOCATE MARKINGS COLOR CODE

RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP.SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

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BORE PIT DETAIL
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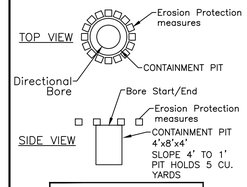

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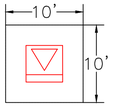
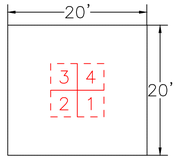
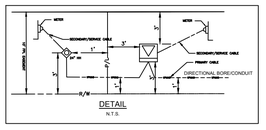


TYPICAL PROPOSED TRANSFORMER LAYOUT:
- SINGLE PHASE
  REQUIRED EASEMENT
- 10' X 10'
- UNLESS OTHERWISE NOTED



TYPICAL PROPOSED PADMOUNT SWITCH LAYOUT:
- PME SWITCHS
- REQUIRED EASEMENT
- 20'X 20'
- UNLESS OTHERWISE NOTED
- SAME AS OTHER SWITCHGEAR



PRELIMINARY

TWNP: 14 RNG: 32 SEC: 42 QTR: _____

AS-BUILT COPY	AS-BUILT CREW PRINT
Initials / Cert. Date	Foreman's Signature / Date

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
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Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☒	CT/Special Mtr?	YES ☐ NO ☒
Map Posting?	YES ☒ NO ☐	Trench Feet		Duct Bank Feet	
		PERMIT REQ'D: CITY / DR. DIST. / COUNTY AIR / STATE RD X / FAA; WMD / RR XING / COUNTY RD. / TRANSM.			
Posted by		Telephone Request? YES ☐ NO ☒		CATV Request? YES ☐ NO ☒	

DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY-0964

0 10 20 40 FEET

M/A: CF
HOLLY HILL CONV. PH3 OH2UG
HOLLY HILL
VOLUSIA COUNTY, FL

DWG NO. (10) of (16)
WR: 12158163 IWR: — —

PLOT DATE: 12/20/2024 PLOT TIME: 14:11:06 CAD NAME:

Attachment: Phase 3 FPL Construction Plans Dec 2024 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

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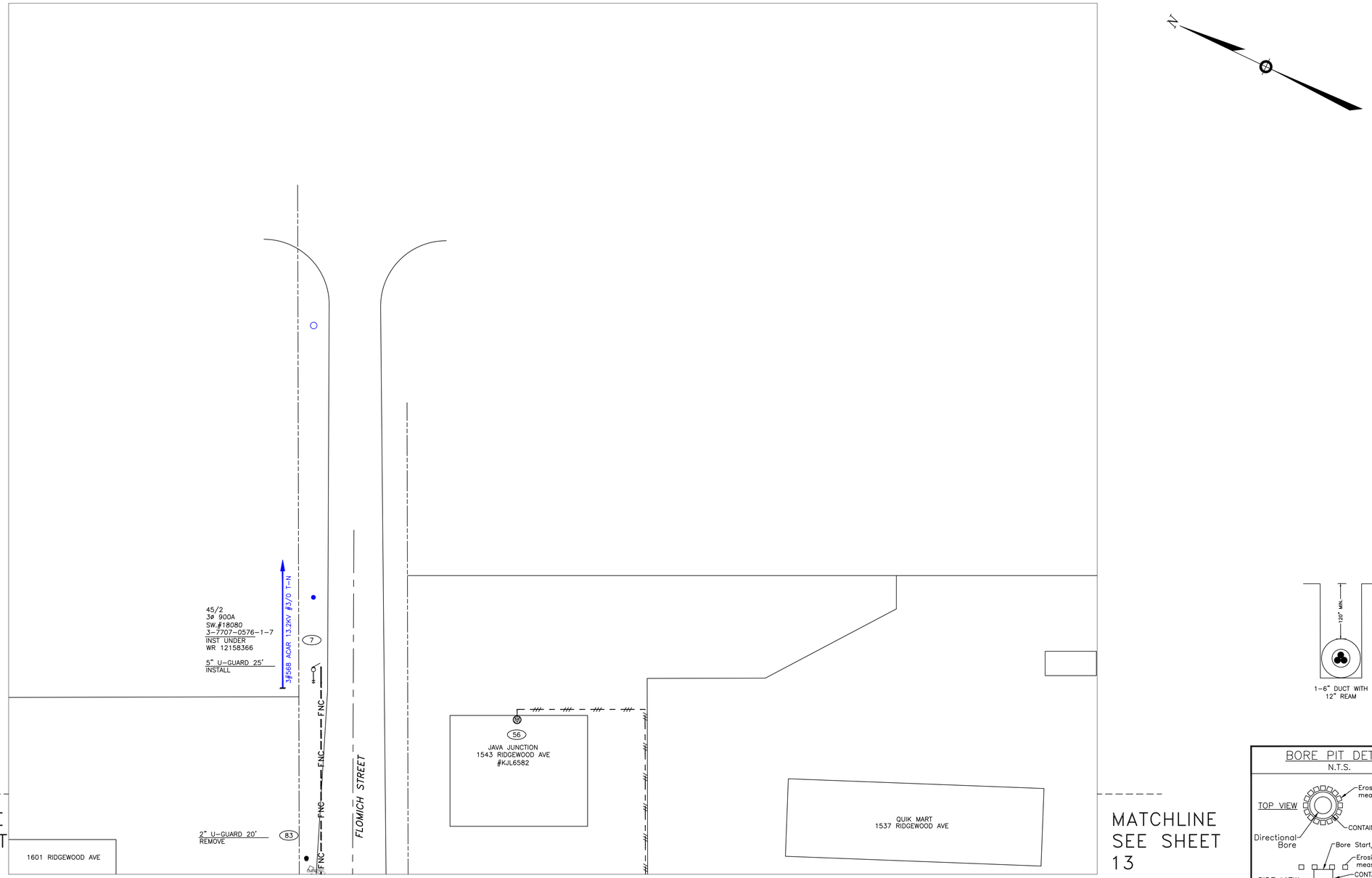

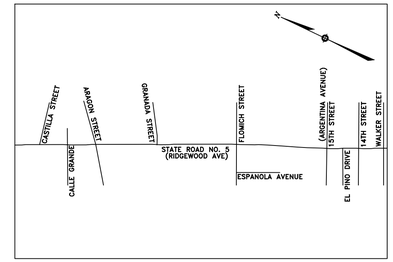

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1-6" DUCT WITH 12" REAM

BORE PIT DETAIL
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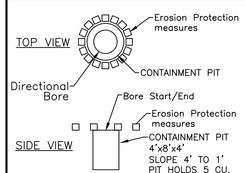

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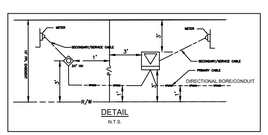

DETAIL
N.T.S.

PRELIMINARY

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AS-BUILT COPY		AS-BUILT CREW PRINT	
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DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY-0964

0 10 20 40 FEET

M/A: CF
HOLLY HILL CONV. PH3 OH2UG
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VOLUSIA COUNTY, FL

DWG NO. (11) of (16)
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MATCHLINE SEE SHEET 10

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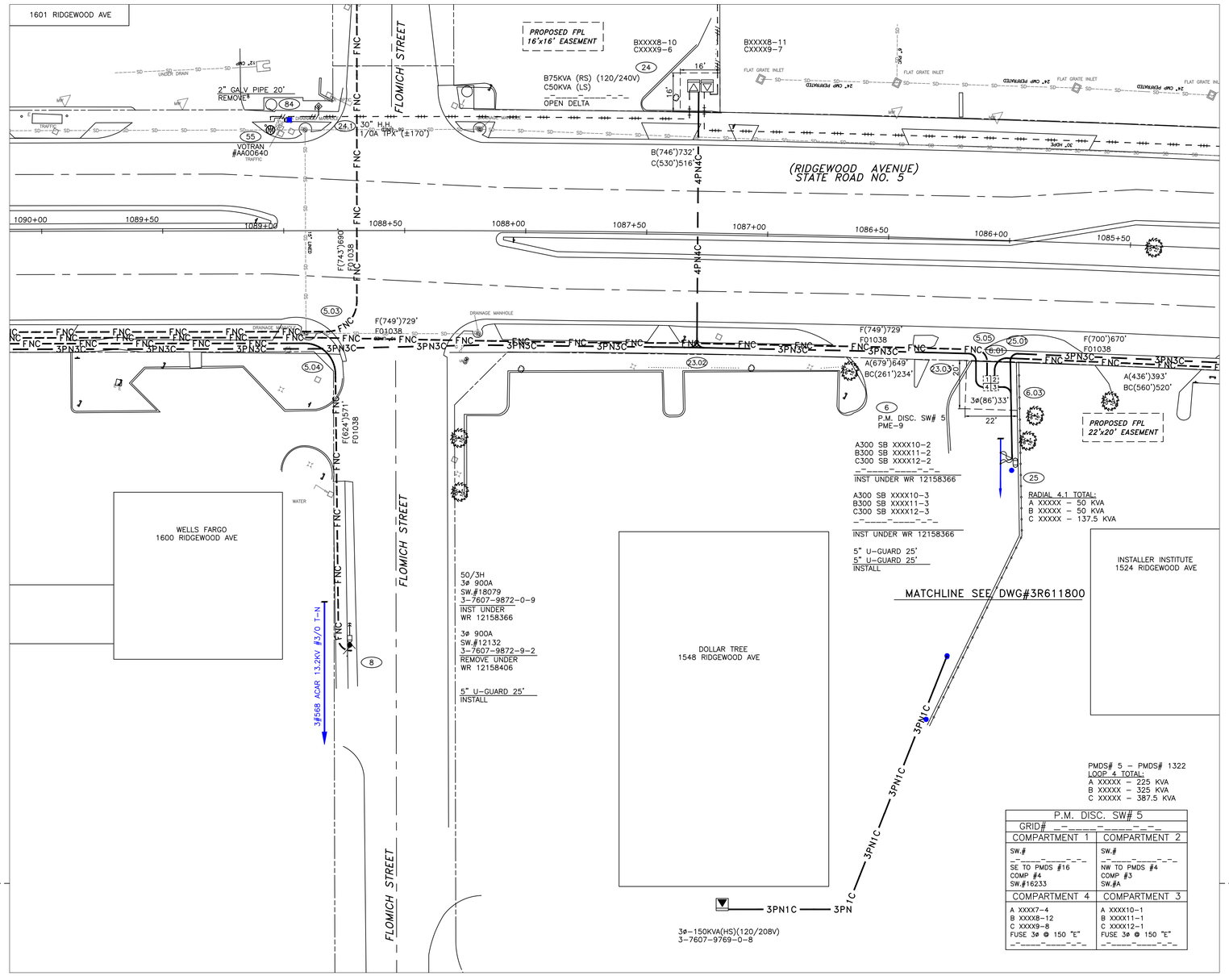

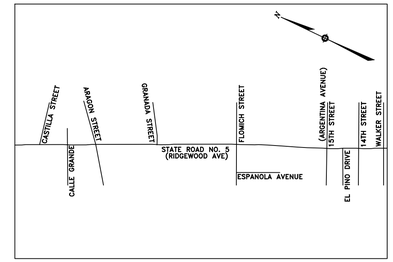

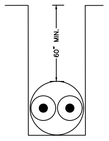

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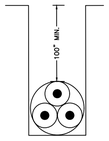

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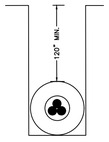

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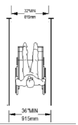

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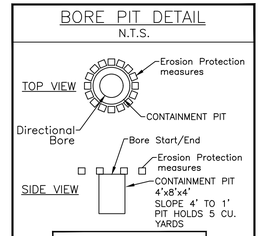

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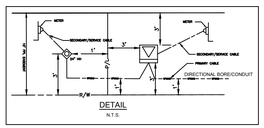

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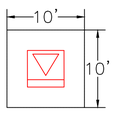
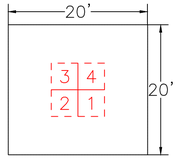
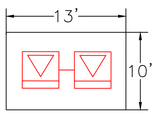


TYPICAL PROPOSED TRANSFORMER LAYOUT:
- SINGLE PHASE REQUIRED EASEMENT
- 10' X 10'
- UNLESS OTHERWISE NOTED



TYPICAL PROPOSED PADMOUNT SWITCH LAYOUT:
- PME SWITCHS
- REQUIRED EASEMENT
- 20'X 20'
- UNLESS OTHERWISE NOTED
- SAME AS OTHER SWITCHGEAR



TYPICAL PROPOSED TRANSFORMER LAYOUT:
- OPEN DELTA
- REQUIRED EASEMENT
- 13' x 10'
- UNLESS OTHERWISE NOTED

PRELIMINARY

TWNP:14 RNG:32 SEC:42 QTR: _____

AS-BUILT COPY	AS-BUILT CREW PRINT		Easement? YES ☒ NO ☐	Survey/Stake? YES ☐ NO ☒	Work with SMO? YES ☐ NO ☒	DESIGNED BY	A. VOZZA
Initials / Cert. Date	Foreman's Signature / Date		Tree Work? YES ☐ NO ☒	Designer/Stake? YES ☐ NO ☒	CT/Special Mtr? YES ☐ NO ☒	DRAWN BY	A. VOZZA
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.			Map Posting? YES ☒ NO ☐	Trench Feet	Duct Bank Feet	DATE	12/20/24
Supervisor's Signature / Date				PERMIT REQ'D: CITY / DR. DIST. / COUNTY AIR / STATE RD X / FAA; WMD / RR XING / COUNTY RD. / TRANSM.		MAP NO.	DY-0964
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.			Posted by	Telephone Request? YES ☐ NO ☒	CATV Request? YES ☐ NO ☒	0 10 20 40 FEET	
Foreman's Signature / Date							

M/A: CF
HOLLY HILL CONV. PH3 OH2UG
HOLLY HILL
VOLUSIA COUNTY, FL

DWG NO. (12) of (16)
WR:12158163 IWR: — —

PLOT DATE: 12/20/2024 PLOT TIME: 14:11:16 CAD NAME:

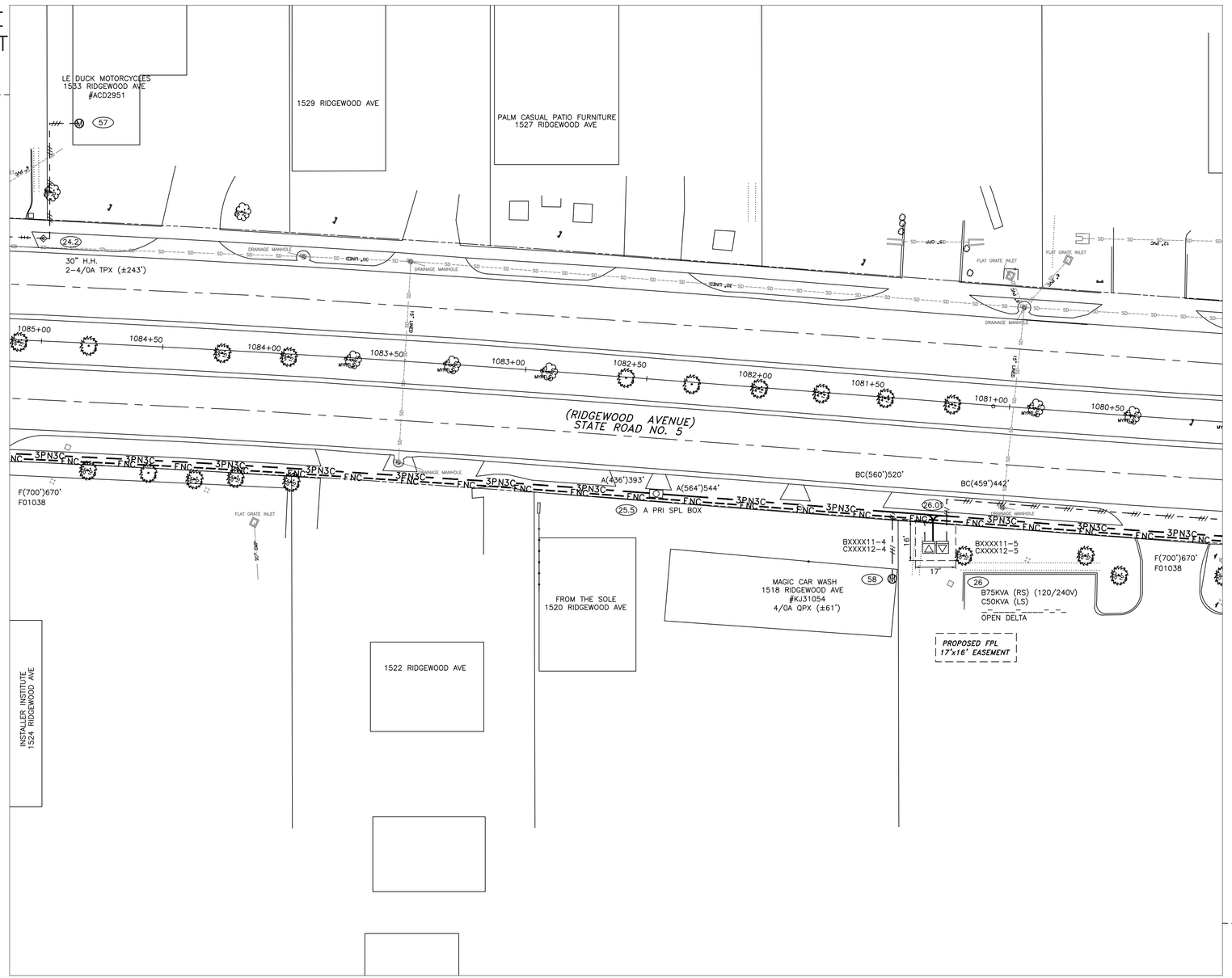
Attachment: Phase 3 FPL Construction Plans Dec 2024 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

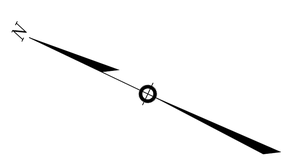
☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐

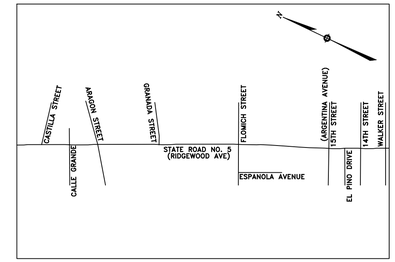
MATCHLINE SEE SHEET 11

MATCHLINE SEE SHEET 12

MATCHLINE SEE SHEET 14







American Disabilities Act
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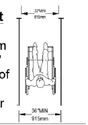

CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG

LOCATE MARKINGS COLOR CODE

RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP.SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

GENERAL NOTES
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8. ALL PERMIT REQUIREMENTS HAVE TO BE COMPLETED AND HAVE PERMITS ON HAND PRIOR TO CONSTRUCTION.
9. 48 HOURS PRIOR TO CONSTRUCTION, PLEASE CONTACT SUNSHINE AT 1-800-432-4770 TO HAVE UTILITIES MARK FIELD LOCS OF BURIED FACILITIES. DIG WITH CAUTION.
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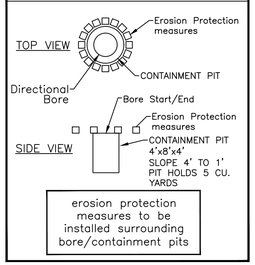
REFERENCE DWG's

BORE PIT DETAIL
N.T.S.



erosion protection measures to be installed surrounding bore/containment pits

PRELIMINARY

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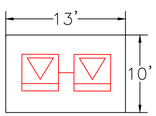

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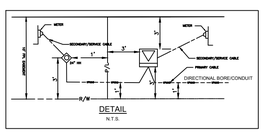

AS-BUILT COPY (Initials / Cert. Date)	AS-BUILT CREW PRINT (Foreman's Signature / Date)	Easement? YES ☒ NO ☐	Survey/Stake? YES ☐ NO ☒	Work with SMO? YES ☐ NO ☒	DESIGNED BY: A. VOZZA
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M/A: CF
HOLLY HILL CONV. PH3 OH2UG
HOLLY HILL
VOLUSIA COUNTY, FL

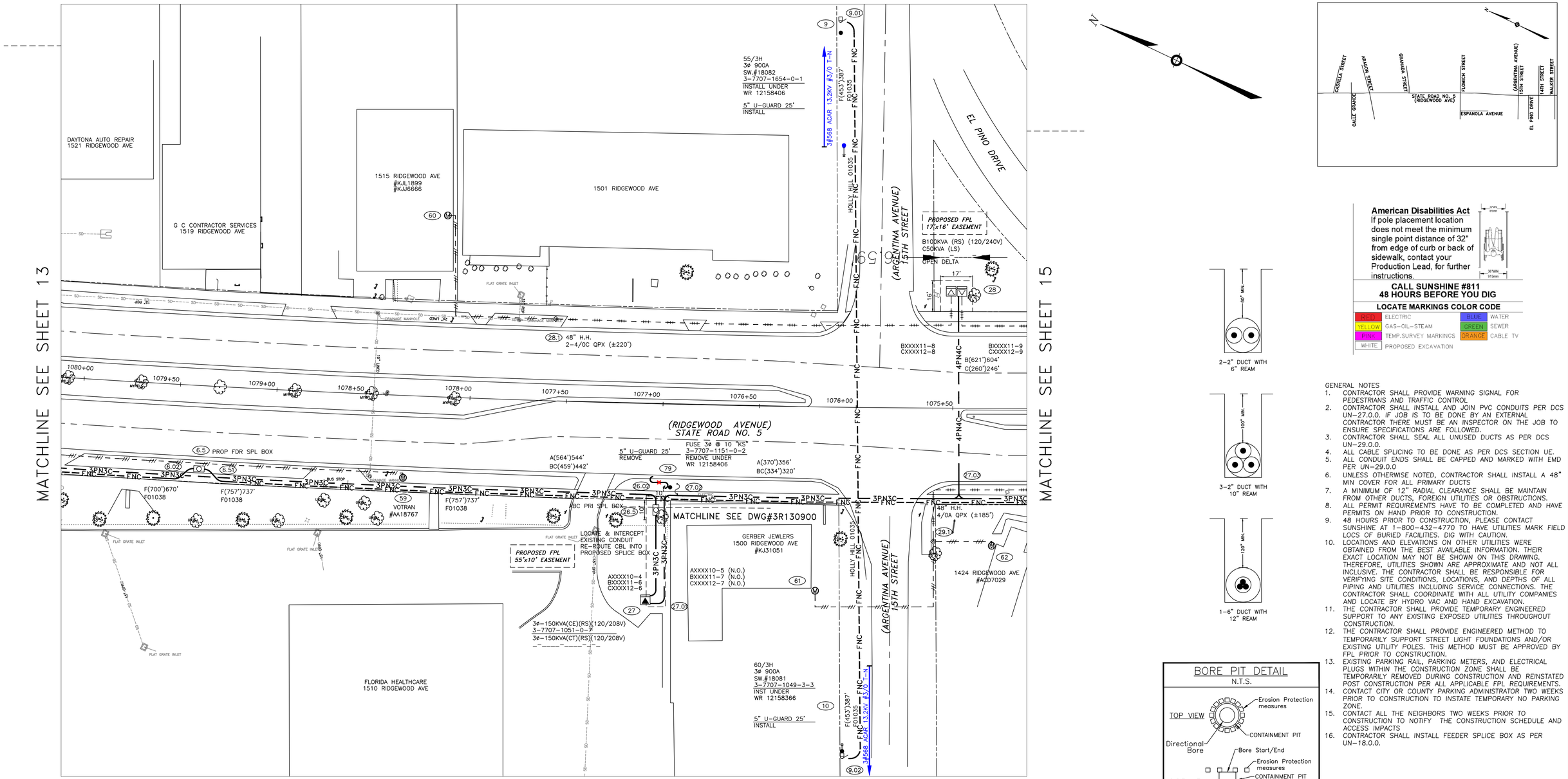
DWG NO. (13) of (16)
WR: 12158163 IWR: — —

TWNP: 14 RNG: 32 SEC: 42 QTR: _____

PLOT DATE: 12/20/2024 PLOT TIME: 14:11:21 CAD NAME:

Attachment: Phase 3 FPL Construction Plans Dec 2024 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐



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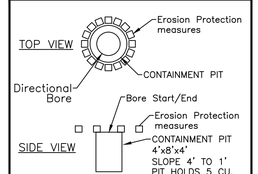

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TWNP: 14 RNG: 32 SEC: 42 QTR: _____

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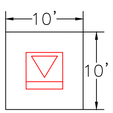

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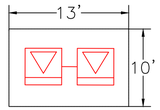

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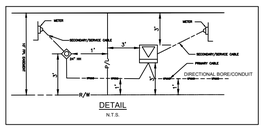

AS-BUILT COPY		AS-BUILT CREW PRINT	
Initials	Cert. Date	Foreman's Signature	Date

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Easement?	YES ☒	NO ☐		
Tree Work?	YES ☐	NO ☒		
Map Posting?	YES ☒	NO ☐		
Posted by				
Survey/Stake?	YES ☐	NO ☒	Work with SMO?	YES ☐ NO ☒
Designer/Stake?	YES ☐	NO ☒	CT/Special Mtr?	YES ☐ NO ☒
Trench Feet			Duct Bank Feet	
PERMIT REQ'D	CITY	DR. DIST.	COUNTY AIR	STATE RD X FAA
	WMD	RR XING	COUNTY RD.	TRANSM.
Telephone Request?	YES ☐	NO ☒	CATV Request?	YES ☐ NO ☒

FPL

DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY-0964

0 10 20 40 FEET

M/A: CF
HOLLY HILL CONV. PH3 OH2UG
HOLLY HILL
VOLUSIA COUNTY, FL

DWG NO. (14) of (16)
WR: 12158163 IWR: — —

PLOT DATE: 12/20/2024 PLOT TIME: 14:11:26 CAD NAME:

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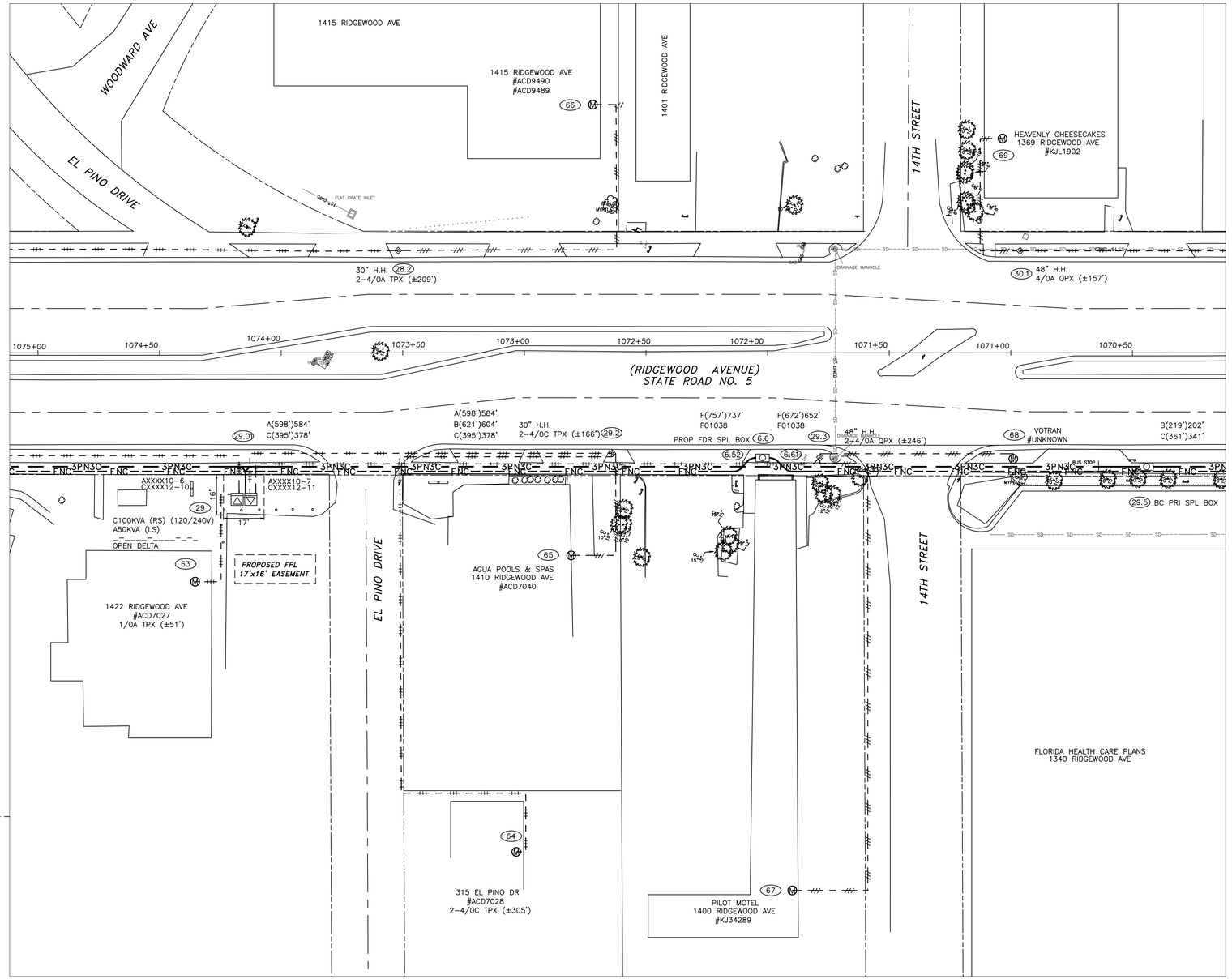
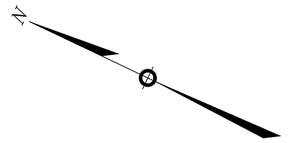
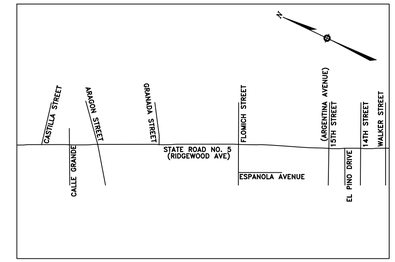
MATCHLINE SEE SHEET 14



MATCHLINE SEE SHEET 16





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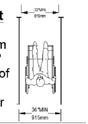

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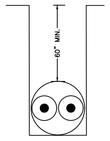
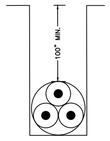
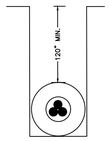


2-2" DUCT WITH 6" REAM



3-2" DUCT WITH 10" REAM



1-6" DUCT WITH 12" REAM

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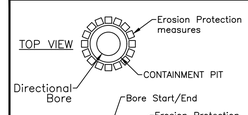
BORE PIT DETAIL
N.T.S.



erosion protection measures to be installed surrounding bore/containment pits

REFERENCE DWG's

ATTENTION

ROW AGREEMENT

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DISCLAIMER:
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CALL:1-800-432-4770
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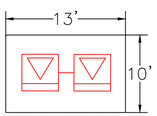

TYPICAL PROPOSED TRANSFORMER LAYOUT:
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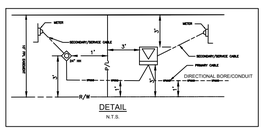


PRELIMINARY

TWNP: 14 RNG: 32 SEC: 42 QTR: _____

AS-BUILT COPY		AS-BUILT CREW PRINT	
Initials	Cert. Date	Foreman's Signature	Date

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.

Supervisor's Signature — Date

All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.

Foreman's Signature — Date

Easement?	YES ☒ NO ☐	Survey/Stake?	YES ☐ NO ☒	Work with SMO?	YES ☐ NO ☒
Tree Work?	YES ☐ NO ☒	Designer/Stake?	YES ☐ NO ☒	CT/Special Mtr?	YES ☐ NO ☒
Map Posting?	YES ☒ NO ☐	Trench Feet		Duct Bank Feet	
		PERMIT REQ'D: CITY	DR. DIST.	COUNTY AIR	STATE RD X	FAA
		WMD	RR XING	COUNTY RD.	TRANSM.	
Posted by		Telephone Request? YES ☐ NO ☒		CATV Request? YES ☐ NO ☒		

FPL

DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY-0964

0 10 20 40 FEET

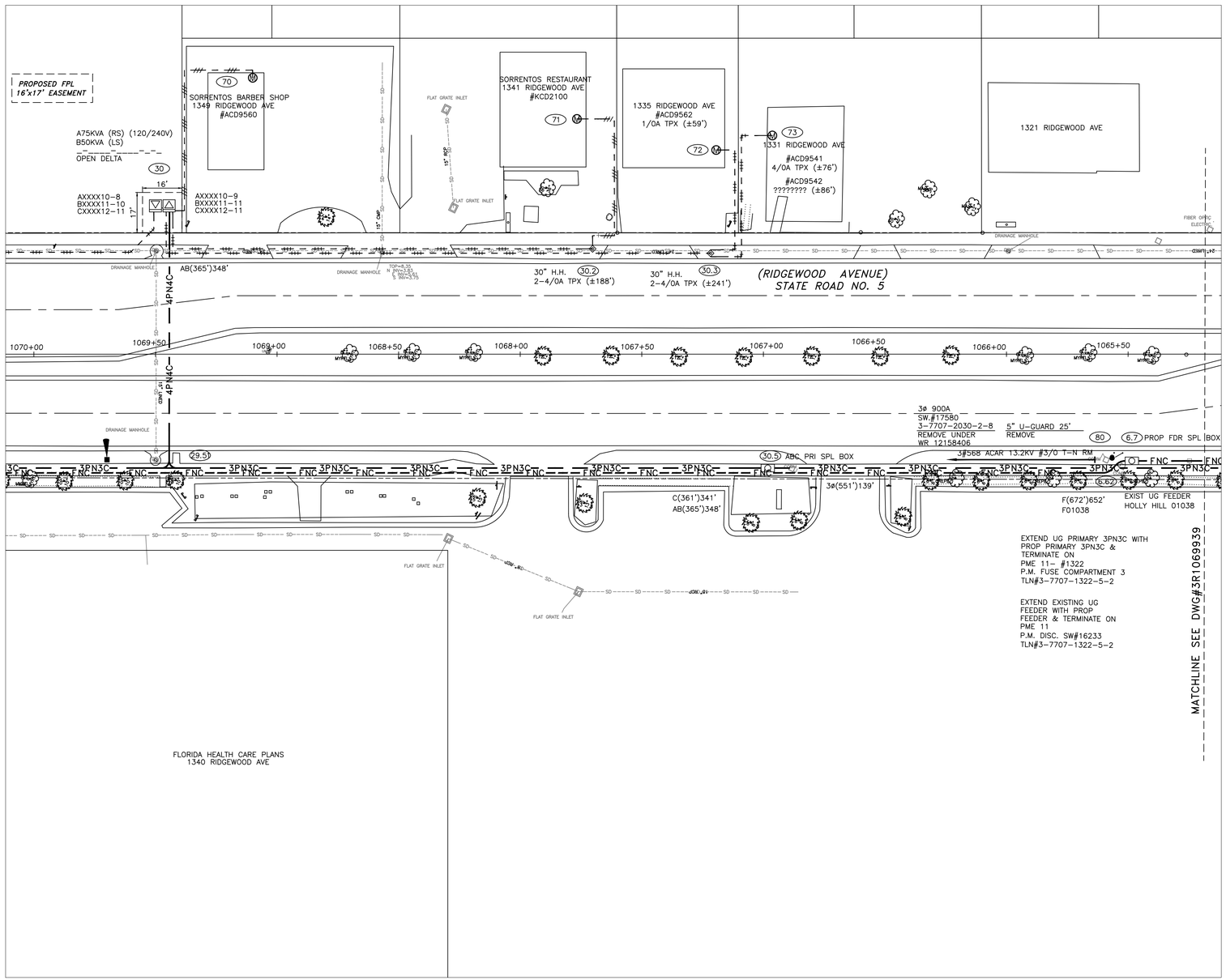
M/A: CF
HOLLY HILL CONV. PH3 OH2UG
HOLLY HILL
VOLUSIA COUNTY, FL

DWG NO. (15) of (16)
WR: 12158163 IWR: — —

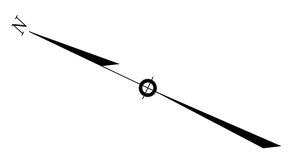
PLOT DATE: 12/20/2024 PLOT TIME: 14:11:31 CAD NAME:

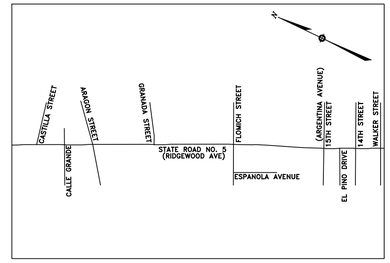
Attachment: Phase 3 FPL Construction Plans Dec 2024 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐

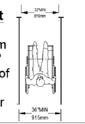


MATCHLINE SEE SHEET 15





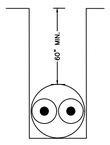
American Disabilities Act
If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



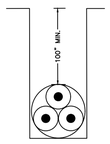
CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG

LOCATE MARKINGS COLOR CODE

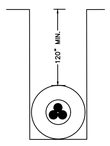
RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP.SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		



2-2" DUCT WITH 6" REAM



3-2" DUCT WITH 10" REAM



1-6" DUCT WITH 12" REAM

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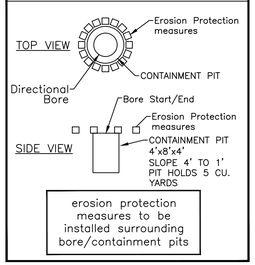

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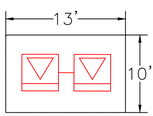

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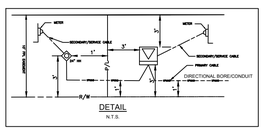


AS-BUILT COPY	AS-BUILT CREW PRINT	Easement? YES ☒ NO ☐	Survey/Stake? YES ☐ NO ☒	Work with SMO? YES ☐ NO ☒	
Initials Cert. Date	Foreman's Signature Date	Tree Work? YES ☐ NO ☒	Designer/Stake? YES ☐ NO ☒	CT/Special Mtr? YES ☐ NO ☒	
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.		Map Posting? YES ☒ NO ☐	Trench Feet	Duct Bank Feet	
Supervisor's Signature Date			PERMIT REQ'D: CITY / DR. DIST. / COUNTY AIR / STATE RD X / FAA; WMD / RR XING / COUNTY RD. / TRANSM.		
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.		Posted by	Telephone Request? YES ☐ NO ☒	CATV Request? YES ☐ NO ☒	
Foreman's Signature Date					

FPL

DESIGNED BY	A. VOZZA
DRAWN BY	A. VOZZA
DATE	12/20/24
MAP NO.	DY-0964

0 10 20 40 FEET

M/A: CF
HOLLY HILL CONV. PH3 OH2UG
HOLLY HILL
VOLUSIA COUNTY, FL

DWG NO. (16) of (16)
WR: 12158163 IWR: — —

PLOT DATE: 12/20/2024 PLOT TIME: 14:11:36 CAD NAME:

Attachment: Phase 3 FPL Construction Plans Dec 2024 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

Florida Power & Light Company, 2220 Hammock Pl, Sarasota FL 34235

Attachment: FPL Phase 3 Option 1 - FPL - Dec 2024 (1) (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

December 23rd, 2024

Antoine Khoury PE
City Engineer/Public Works Director
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

Re: City of Holly Hill
Electric Facilities Conversion – Binding Cost Estimate
City of Holly Hill – Phase 3
WR # 12158318

Dear Mr. Khoury:

FPL welcomes the opportunity to assist you in determining if underground service is right for your area. As per your request, FPL has completed a binding cost estimate for the project designated as the City of Holly Hill – Phase 3 conversion project. The binding cost estimate amount, known as the Contribution In Aid of Construction (C.I.A.C.), required for converting the area to underground is $3,402,535. In addition, the cost estimate includes a more than $1,573,336 adjustment credit for both FPL's Avoided Storm Restoration Cost and as required in the C.I.A.C. formula, tariff Section 12.1, credit for an equivalent overhead system designed at the current hardened (i.e. extreme wind) standard. Further the cost assumes the following:

- FPL Performs All Work
- All work will be performed during the daylight hours, Monday through Friday, 8 A.M. to 5 P.M.. Any after hours work, e.g. disconnect/reconnect service appointments or requiring construction at night, would be an additional expense for the City.

This binding cost estimate is valid for 180 days and a response must be received within that timeframe. Should you agree to move forward with the project, please sign and return the enclosed documents. Once we receive the acceptance package (e.g. partially executed documents and C.I.A.C. payment), we will commence the construction process (i.e. initiate bid requests and material purchasing). Any deposits that you have already paid will be applied towards the C.I.A.C. and you must pay the remaining difference of $3,391,603 Net Due from BCE before we begin construction. Failure to execute the applicable Agreement and pay the C.I.A.C. specified in the Agreement within the 180-day time limit, or termination of the Agreement, shall result in the expiration of the binding cost estimate. However, if you choose to cancel your request or not respond in time, your engineering deposit will not be returned and the estimate will be withdrawn.

This estimate only includes the charges to be paid to FPL. There are additional costs which are the customer's responsibility and should also be considered. These potential costs include:

- Site restoration (sod, landscaping, pavement, sidewalks, etc).
- Rearrangement of customer electric service entrances (requires electrician) from overhead to underground. Also, additional customer expense if local inspecting authorities require customer wiring to be brought up to current codes.
- Replacement of street and security lighting currently attached to the poles being removed
- Removal and burial of other utilities (e.g. telecom, CATV, etc.).
- Any project scope changes that modify the enclosed drawings.
- Acquiring, describing, securing and recording of easements for underground facilities.

We look forward to working with you and your staff as this project progresses. If you have any questions, please contact me at 561-389-9976.

Sincerely,

Andrea Castelblanco
Project Manager – OH /UG Conversions
Power Delivery
FPL

Attachments

Attachment: FPL Phase 3 Option 1 - FPL - Dec 2024 (1) (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

Overhead to Underground Conversion - Customer Cost Sheet

Project: City of Holly Hill - Phase 3 **Date Estimate Provided to Customer: 12/23/2024**

FPL Performs All Work

1)	$	3,819,919	The estimated cost to install the requested underground facilities
2)	$	783,393	The estimated cost to remove the existing overhead facilities and the installation of required overhead facilities to serve the new underground system.
3)	$	372,559	The net book value of the existing overhead facilities
4)	$	(1,029,952)	The estimated cost that would be incurred to install new overhead facilities, in lieu of underground, to replace the existing overhead facilities (the "Hypothetical Overhead Facilities")
5)	$	-	The estimated salvage value of the existing overhead facilities to be removed
6)	$	(355,190)	The 30-year net present value of the estimated non-storm underground vs overhead operational costs differential
7)	$	(188,194)	The 30-year net present value of the estimated average Avoided Storm Restoration Costs ("ASRC")

Total CIAC	$	3,402,535	Contribution-In-Aid-of Construction
Engineering Dep	$	10,932	Less the Engineering Deposit previously collected for this project.
Net Due to FPL	$	3,391,603	

Cost Breakdowns for Customer Contributions

	Total	Labor/Vehicle	Material	Direct Engineering, Supervision, and Support
New UG Install (+)	$ 3,819,919	$ 1,845,108	$ 1,482,860	$ 491,951
Credit for equivalent OH (-)	$ (1,029,952)	$ (426,404)	$ (467,764)	$ (135,784)
OH Removal Cost & Make Ready (+)	$ 783,393	$ 467,033	$ 221,381	$ 94,979
Total	**$ 3,573,360**	**$ 1,885,737**	**$ 1,236,477**	**$ 451,146**
Net Book Value (+)	$ 372,559			
Operational Costs Differential	$ (355,190)	1.73 miles		$205,862 per mile
Avoided Storm Rest Costs	$ (188,194)			$109,074 per mile
Salvage Value (-)	$ -			
Total CIAC	**$ 3,402,535**			
Engineering Deposit (-)	$ 10,932	Engineering deposit previously collected		
Net Due FPL	**$ 3,391,603**			

Major Material Breakdown

	Quantity	Item
Install	52,507	Primary UG Cable (feet)
	5	UG Switch Cabinet (0 Vista Sw's)
	21	UG Transformer (each)
	6	Splice box for UG feeder (each)
Remove	21,101	OH Primary Conductor (feet)
	71	Poles (each)
	21	OH Transformer (each)
	1,143	Primary UG Cable (feet)

Attachment: FPL Phase 3 Option 1 - FPL - Dec 2024 (1) (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

APPLICANT-INSTALLED FACILITIES AGREEMENT FOR UNDERGROUND CONVERSIONS (WR # 12158318)

This Agreement, made and entered into this _____ day of _____, 20_____, by and between the City of Holly Hill (the "Applicant"), a Florida municipal corporation with an address of 1065 Ridgewood Ave, Holly Hill, FL 32117 and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation organized under the laws of the State of Florida, with an address of P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WITNESSETH:

WHEREAS, the Applicant has executed the appropriate underground facilities conversion agreement ("Conversion Agreement") with FPL to convert certain overhead electric distribution facilities (collectively the "Existing Overhead Facilities") to underground distribution facilities (collectively the "Underground Facilities"), as described in the aforementioned Conversion Agreement (hereinafter the "Conversion");

WHEREAS, the Applicant desires to perform itself, or through its Contractors, certain Work as such term is described in Exhibit A associated with the Conversion;

WHEREAS, FPL is willing, subject to all the terms and conditions set forth below in this Agreement, to allow the Applicant to perform the Work based on Applicant's assurance that such Work will be in accordance with FPL's designs, instructions, standards and specifications, and such Work will not adversely impact FPL or its electric customers;

NOW, THEREFORE, in recognition of the foregoing premises, and in consideration of the covenants and promises set forth herein below, FPL and Applicant do hereby agree as follows:

1. **Compliance with Tariff**. Applicant shall comply with and abide by the requirements, terms, and conditions of this Agreement, the Conversion Agreement, and FPL's electric tariff (the "Tariff").

2. **Conditions for Work to be Performed.** Applicant shall, at its own cost and expense, perform or cause to be performed, all Work, as described in Exhibit A, in accordance with the terms and conditions of this Agreement and the standards and specifications shown in Exhibit B. The Applicant shall provide all survey and staking to ensure that all Underground Facilities are installed as shown in the Conversion Agreement and provide As-Built prints to FPL within two (2) weeks of installation, signed and certified by a Florida registered surveyor along with a FPL "Redline" document.

3. **Commencement of Work**. Applicant shall perform the Work, or any portion of the Work, only upon receipt of a notice to proceed containing the approved drawings, specifications and instructions from FPL ("Notice to Proceed"). After receipt of the Notice to Proceed, Applicant shall provide written notice of intent to commence work to FPL at least five (5) days prior to commencement of such Work. Applicant shall not perform any excavation

Attachment: FPL Phase 3 Option 1 - FPL - Dec 2024 (1) (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

work without first notifying Sunshine State One Call for identification and marking of existing underground utilities and complying with the excavation requirements set forth in Florida Statute Chapter 556.

4. **Materials**. All Materials are to be supplied by FPL and shall be picked up by Applicant at the following address _____ at a mutually agreed upon time, typically with 5 business days minimum notice, but no more than 15 business days notice, unless mutually agreed upon. Alternatively, FPL will, at Applicant's expense, have the material delivered to a mutually agreed upon location. Applicant assumes liability for any materials lost, stolen or damaged once these materials are picked up by, or delivered to, the Applicant.

5. **Contractors**. Applicant may enter into a contract with a contractor for the performance of the Work, or any portion thereof, provided that the contractor has been approved by FPL in writing prior to execution of such contract. Applicant shall not make any substitution of any contractor for the performance of Work unless the substitution is approved by FPL in writing. The Applicant's contractor(s) shall perform ALL work as outlined within Exhibit A & Exhibit B. No contract or purchase order between Applicant and its contractor(s) shall bind or purport to bind FPL, but each contractor entering into a contract with Applicant with respect to the Work shall name FPL as an intended third-party beneficiary and include a provision permitting its assignment to FPL upon FPL's written request, following default by Applicant or termination or expiration of this Agreement. Applicant shall provide FPL with written certification from each of its contractors performing Work that all warranties, guarantees and obligations of such contractors are equivalent or better than those granted by such contractor to FPL for similar work and shall require that each such contractor name FPL as an intended third party beneficiary of such warranties, guarantees and obligations with the same rights of enforcement as Applicant. Applicant shall assign all representations, warranties, guaranties, and obligations of all contractors at the request and direction of FPL, and without recourse to Applicant, to FPL upon default by Applicant or termination or expiration of this Agreement; provided, however, that, notwithstanding such assignment, Applicant shall be entitled to enforce each such representation, warranty, guaranty, and obligation so long as Applicant has any liability under this Agreement. Applicant hereby assigns to FPL, effective as of the termination or expiration of this Agreement, all representations, warranties, guaranties and obligations of all Contractors.

6. **Right of Entry**. FPL reserves the right, together with its agents or designees to enter the Jobsite as it may elect for the purpose of inspecting the Work, or constructing or installing such collateral work as it may desire, or testing, boring or surveying, or any other purpose.

7. **Inspection and Correction of Deficiencies**.

7.1. All Work shall be properly inspected and tested, if appropriate, by Applicant and shall at all times be subject to additional inspection by FPL and its designee(s).

Attachment: FPL Phase 3 Option 1 - FPL - Dec 2024 (1) (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

7.2. Neither the failure to make such inspection, nor the failure to discover defective workmanship, materials, or equipment, nor approval of or payment to Applicant for such Work shall prejudice the rights of FPL thereafter to correct or reject the same.

7.3. Applicant shall correct any deficiencies found with the Work, including but not limited to discrepancies that are inconsistent with FPL's design, instructions, standards or specifications within two (2) business days. If Applicant does not adequately rectify the identified deficiencies in the required timeframe, FPL may, at its sole discretion, perform, or have performed by its contractor the required repairs and Applicant shall pay FPL for any costs incurred. These requirements apply whether the discovery of deficiencies occurs while Applicant is performing its Work or while FPL, or its contractor, is performing its portion of the work.

7.4. If any Work or part thereof is covered over contrary to the requirements of this Agreement or the written request of FPL, it must, if required by FPL, be uncovered for observation and inspection and covered again at Applicant's sole expense.

7.5. If any Work that FPL has not specifically requested to observe and inspect prior to being covered has been covered, FPL may request to see such Work or part thereof and it shall be uncovered by Applicant. If such Work or part thereof is found to be in accordance with this Agreement, the cost of uncovering and covering again shall be paid by FPL. If such Work or part thereof fails to meet the requirements of this Agreement, Applicant shall pay all costs of uncovering, correcting, and covering again.

7.6. Applicant shall pay FPL for all time spent reviewing and inspecting Applicant's Work.

7.7. No electric customers shall be connected to the Underground Facilities prior to all deficiencies being rectified.

8. Indemnity / Liability of Applicant.

8.1. Subject to the provisions and limitations of Florida law, Applicant shall protect, defend, indemnify and hold FPL free and unharmed from and against any liabilities whatsoever resulting from or in connection with this Agreement, the Conversion or in connection with the performance of the Work by the Applicant, its employees, agents, Contractors or Contractors' employees. The Applicant's indemnity obligations to FPL shall not apply to any claims or liabilities that are caused by the sole negligence of FPL.

8.2. Applicant shall assume full responsibility for all damages and all restoration arising in connection with the Work.

Attachment: FPL Phase 3 Option 1 - FPL - Dec 2024 (1) (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

9. **Design Work**. FPL shall provide all design, instruction, standards and specifications necessary to perform the Conversion.

10. **Completion of Work and Ownership**. Applicant shall complete the Work by _____ _____, 20_____ and notify FPL when said Work is complete. Upon FPL's final written approval of the completion of the Work ("Acceptance"), Applicant acknowledges that all rights, title and interest, free and clear of all liens, in and to the Work shall vest in FPL. If requested by FPL, Applicant shall provide FPL, in a form acceptable to FPL, an affidavit of Applicant certifying payment of all indebtedness to all Contractors and a written release of liens from Applicant and each Contractor.

11. **No Liability by FPL**. FPL assumes no liability due to any damage, misunderstanding of installation drawings or specifications, or any actions due to Applicant or its Contractor.

12. **Suspension for Cause:**

12.1. FPL may at its sole discretion, by Notice, temporarily suspend the Work, or any portion thereof, under this Agreement when the performance by Applicant or its contractor is unsatisfactory by FPL to obtain the results required by this Agreement.

12.2. The methods by which Applicant performs its Work are entirely the responsibility of Applicant. FPL's right to suspend Work is intended solely to verify that the Work being performed by Applicant and its Contractor conforms to the design, instruction, standards and specifications and shall not obligate FPL to review the efficiency, adequacy or safety of Applicant's or its Contractors methods or means of operation or construction.

12.3. Any additional costs incurred by Applicant resulting from such suspension shall be borne solely by Applicant.

12.4. If Applicant immediately corrects the unsatisfactory condition FPL shall authorize resumption of the Work. Applicant's failure to immediately effect correction of the unsatisfactory conditions shall be cause for termination of this Agreement.

13. **Termination for Cause:**

13.1. FPL may, upon Notice to Applicant, and without prejudice to any remedy available to FPL under law, in equity or under this Agreement, terminate the whole or any part of this Agreement for cause and take possession of the Work without termination charge, penalty or obligation in the event Applicant fails to perform a material obligation under this Agreement and fails to cure such material obligation default within a reasonable period of time, but in no event more than ten (10) business days, after Notice from FPL specifying the nature of such default (any such termination referred to as a "Termination for Cause").

Attachment: FPL Phase 3 Option 1 - FPL - Dec 2024 (1) (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

13.2. In the event of Termination for Cause by FPL, Applicant shall:

a. Unless instructed otherwise in the Notice, immediately stop all Work hereunder;
b. Issue no further contracts except with the prior written consent of FPL;
c. Assign to FPL, to the extent requested by FPL, all rights of Applicant under contracts outstanding;
d. Terminate, to the extent requested by FPL, outstanding contracts;
e. Fully cooperate and refrain from hindering or interfering in any manner with any other persons or parties currently or prospectively performing the Work; and
f. Take any other action toward termination, or toward preservation of the Work, that FPL may direct.

13.3. Upon a Termination for Cause, all obligations of FPL hereunder shall terminate effective immediately. Upon such Termination for Cause, FPL may either rework or take over the terminated Work and proceed to provide such materials, supplies, equipment and labor of both FPL and FPL contractors, as may be reasonably necessary to complete said Work. FPL may have any partially fabricated portion of the Work removed from Applicant's or contractor's facilities upon Notice to Applicant. Applicant shall be liable for any increase of FPL's costs, including rework costs, incurred by FPL as a result of FPL's termination of the contract for cause.

13.4. In the event of Termination for Cause, FPL shall have no liability to Applicant for costs incurred by Applicant as a result of such termination.

14. **Termination Prior to Construction**. Applicant may terminate this Agreement at any time prior to the start of construction. If Applicant elects to still complete the Conversion, then the Contribution-In-Aid-of-Construction (CIAC) amount provided in the Conversion Agreement shall be revised accordingly. The revised Conversion Agreement must be executed and any additional CIAC due received by FPL prior to the start of construction.

15. **Assignment**. This Agreement is not assignable.

16. **Applicant's Payments to FPL.** Any monies that are owed by Applicant to FPL under this Agreement shall be paid to FPL within thirty (30) days of FPL producing an invoice.

17. **Notice**. As used herein, the term "Notice" shall mean any formal written correspondence providing notice of action, purpose, intent or the like given under the provisions of this Agreement. Unless otherwise provided in this Agreement, Notice shall be delivered in person, by courier or by certified mail and shall be effective when received. General correspondence is not categorized as Notice.

Attachment: FPL Phase 3 Option 1 - FPL - Dec 2024 (1) (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

IN WITNESS WHEREOF, FPL and Applicant have executed this Agreement for the provision of Applicant-Installed facilities to be effective as of the date first above written.

For: _____

By:_____
(signature)

Name:_____
(print or type)

Title:_____
(print or type)

By:_____
(signature)

Name:_____
(print or type)

Title:_____
(print or type)

Approved as to Terms and Conditions:_____
(signature/title)

Approved as to Form and Legal Sufficiency:_____
(signature/title)

For **FLORIDA POWER & LIGHT COMPANY**

By:_____
(signature)

Name:_____
(print or type)

Title:_____
(print or type)

Attachment: FPL Phase 3 Option 1 - FPL - Dec 2024 (1) (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

FLORIDA POWER & LIGHT COMPANY

UNDERGROUND FACILITIES CONVERSION AGREEMENT

This Agreement, is made and entered into this _____day of _____,_____, by and between The City of Holly Hill ("Applicant"), with an address of 1065 Ridgewood Ave, Holly Hill, FL 32117 and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation with an address of 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WHEREAS, the Applicant has requested that FPL convert certain overhead electric distribution facilities located within the following boundaries (the "Conversion"):

City of Holly Hill - Phase 3 – Ridgewood Ave – From Walker Street to Northern Limits of the City (Espanola Ave) on the West of the roadway

NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth herein, and other consideration the sufficiency of which is hereby acknowledged, the parties intending to be legally bound, hereby covenant and agree as follows:

1. **Avoided Storm Restoration Cost ("ASRC") Eligibility Criteria.** The Applicant represents and warrants that it meets, and is capable and willing to enforce, the applicable eligibility criteria for the Conversion.

2. **Contribution-in-Aid-of-Construction (CIAC).** The Applicant shall pay FPL a CIAC as required by FPL's Electric Tariff and Section 25-6.115 of the Florida Administrative Code.

i. CIAC (excluding ASRC)	$ 3,945,919
ii. ASRC	$ - 188,194
iii. Operational Cost Differential	$ -355,190
iv. CIAC Due	$ 3,402,535

In the event the actual cost of the Conversion (excluding ASRC) exceeds the estimate, the CIAC (excluding ASRC) shall be adjusted by the lesser of (a) the difference between the actual cost of the Conversion and the estimate, or (b) 10% of the CIAC (excluding ASRC) identified above. The ASRC shall also be adjusted accordingly and the Applicant shall pay FPL the resulting difference in the amount of the CIAC Due.

3. **Applicant-Installed Facilities.** The Applicant may, upon entering into an applicant-installed facilities agreement satisfactory to FPL, construct and install all or a portion of the Underground Facilities. Such work must meet FPL's construction standards and FPL will own and maintain the completed facilities. The Applicant agrees to rectify any deficiencies, found by FPL, prior to the connection of any customers to the Underground Facilities and the removal of the Existing Overhead Facilities.

4. **Compliance with Tariff.** The Applicant agrees to comply with and abide by the requirements, terms, and conditions of FPL's Electric Tariff.

Attachment: FPL Phase 3 Option 1 - FPL - Dec 2024 (1) (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

5. **Timing of Conversion.** Upon compliance by the Applicant with the requirements, terms, and conditions of FPL's Electric Tariff, this Agreement and any other applicable agreements, FPL will proceed in a timely manner with the Conversion in accordance with the construction drawings and specifications set forth in Attachment A hereof.

6. **Relocation.** In the event that the Underground Facilities are part of, or are for the purposes of, relocation, then this Agreement shall be an addendum to the relocation agreement between FPL and the Applicant. In the event of any conflict between the relocation agreement and this Agreement or the Electric Tariff, this Agreement and the Electric Tariff shall control.

7. **Term.** This Agreement shall remain in effect for as long as FPL or any successor or assign owns or operates the Underground Facilities.

8. **ASRC Repayment.** If the Applicant does not satisfy the relevant eligibility criteria, the Applicant shall repay the ASRC within 30 days of written notice from FPL of such failure. Additionally, if at any point within 30 years of completion of the Underground Facilities installation, the Applicant elects to have electric service within the Conversion Area supplied by a provider other than FPL, the Applicant shall repay FPL a pro-rata share of the ASRC. The pro-rata share (which shall reflect partial years) shall be determined as follows:

   ASRC * [(30 – years since the Underground Facilities completion date) / 30]

   Non-governmental-Applicants shall provide, at the time of execution of this Agreement, either a surety bond or irrevocable bank letter of credit (the "Security Instrument") in a form acceptable to FPL evidencing ability to repay the ASRC. This Security Instrument shall remain in effect until such time as all customers within the Conversion Area are converted. The Applicant may provide either an amended or replacement Security Instrument in a form acceptable to FPL at any time to reflect the pro-rata adjustments to the ASRC amount. If, upon notice of cancellation or prior to expiration of the Security Instrument, a replacement Security Instrument in a form acceptable to FPL is not provided by the Applicant to FPL, FPL will require the third party issuing the Security Instrument to pay the full balance due in accordance with this Agreement in cash.

9. **Termination Prior to the Conversion Completion.** Failure by the Applicant to comply with any of the requirements, terms, or conditions of this Agreement or FPL's Electric Tariff shall result in termination of this Agreement. The Applicant may terminate this Agreement at any time prior to the start of the Conversion and the CIAC paid by the Applicant will be refunded to the Applicant; provided however, that the refund of the CIAC shall be offset by any costs incurred by FPL in performing under the Agreement up to the date of termination.

10. **Assignment.** The Applicant shall not assign this Agreement without the written consent of FPL.

11. **Adoption and Recording.** This Agreement shall be adopted by the Applicant and maintained in the official records of the Applicant for the duration of the term of this Agreement. This Agreement also shall be recorded in the Official Records of the County in which the Underground Facilities are located, in the place and in the manner in which deeds are typically recorded.

12. **Conflict between Terms of Franchise Agreement.** In the event of a conflict between the terms of this Agreement and any permit or franchise agreement entered into by Applicant and FPL, the terms of this Agreement shall control.

Attachment: FPL Phase 3 Option 1 - FPL - Dec 2024 (1) (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

FLORIDA POWER & LIGHT COMPANY

13. **Applicability.** This subpart applies to requests for underground facilities addressing the conversion of existing overhead facilities. In order for the Company to take action pursuant to a request for conversion:
    a. the conversion area must be at least two contiguous city blocks or 1,000 feet in length;
    b. all electric services to the real property on both sides of the existing overhead primarily lines must be part of the conversion;
    c. all other existing overhead utility facilities (e.g. telephone, CATV, etc.) must also be converted to underground facilities.

IN WITNESS WHEREOF, FPL and the Applicant have executed this Agreement on the date first set forth above.

CITY OF HOLLY HILL

Signed_____

Name _____

Title _____

Signed_____

Name _____

Title_____

Approved as to Terms and Conditions (if required by Applicant)

Signed_____

Name_____

Title _____

Approved as to Form and Legal Sufficiency (if required by Applicant)

Signed_____

Name_____

Title _____

FPL

Signed _____

Name _____

Title _____

Attachment: FPL Phase 3 Option 1 - FPL - Dec 2024 (1) (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

NOTIFICATION OF FPL FACILITIES

Customer/Agency City of Holly Hill
Date of Meeting/Contact: December 23rd, 2024
Developer/Contractor Name City of Holly Hill
Project Number/Name: City of Holly Hill-Ph 3 OH-UG Conversion
Location of Project: Ridgewood Ave – From Walker Street to Northern Limits of the City (Espanola Ave) on the West of the roadway
City: City of Holly Hill
FPL Representative: Andrea Castelblanco
Phone: 561-389-9976
Developer/Contractor Representative: Joseph A Forte
FPL Work Request #/Work Order #: 12158318

FPL calls your attention to the fact that there may be energized, high voltage electric lines, both overhead and underground, located in the area of this project. It is imperative that you visually survey the area and that you also take the necessary steps to identify all overhead and underground facilities prior to commencing construction to determine whether the construction of any proposed improvements will bring any person, tool, machinery, equipment or object closer to FPL's power lines than the OSHA-prescribed limits. If it will, you must either re-design your project to allow it to be built safely given the pre-existing power line location, or make arrangements with FPL to either deenergize and ground our facilities, or relocate them, possibly at your expense. You must do this before allowing any construction near the power lines. It is impossible for FPL to know or predict whether or not the contractors or subcontractors, and their employees, will operate or use cranes, digging apparatus or other mobile equipment, or handle materials or tools, in dangerous proximity to such power lines during the course of construction, and, if so, when and where. Therefore, if it becomes necessary for any contractor or subcontractor, or their employees, to operate or handle cranes, digging apparatus, draglines, mobile equipment, or any other equipment, tools or materials in such a manner that they might come closer to underground or overhead power lines than is permitted by local, state or federal regulations, you and any such contractor or subcontractor must notify FPL in writing of such planned operation prior to the commencement thereof and make all necessary arrangements with FPL in order to carry out the work in a safe manner. Any work in the vicinity of the electric lines should be suspended until these arrangements are finalized and implemented.

The National Electrical Safety Code ("NESC") prescribes minimum clearances that must be maintained. If you build your structure so that those clearances cannot be maintained, you may be required to compensate FPL for the relocation of our facilities to comply with those clearances. As such, you should contact FPL prior to commencing construction near pre-existing underground or overhead power lines to make sure that your proposed improvement does not impinge upon the NESC clearances.

It is your responsibility and the responsibility of your contractors and subcontractors on this project to diligently fulfill the following obligations:

1. Make absolutely certain that all persons responsible for operating or handling cranes, digging apparatus, draglines, mobile equipment or any equipment, tool, or material capable of contacting a power line, are in compliance with all applicable state and federal regulations, including but not limited to U.S. Department of Labor OSHA Regulations, while performing their work.
2. Make sure that all cranes, digging apparatus, draglines, mobile equipment, and all other equipment or materials capable of contacting a power line have attached to them any warning signs required by U.S. Department of Labor OSHA Regulations.
3. Post and maintain proper warning signs and advise all employees, new and old alike, of their obligation to keep themselves, their tools, materials and equipment away from power lines per the following OSHA minimum approach distances (refer to OSHA regulations for restrictions):

*Power Line Voltages	**Personnel and Equipment (29 CFR 1910.333 and 1926.600)	Cranes and Derricks (29 CFR 1926.1407, 1408)	Travel under or near Power Lines (on construction sites, no load) (29 CFR 1926.600 – Equipment)	(1926.1411 – Cranes and Derricks)
0 - 750 volts	10 Feet	10 Feet	4 Feet	4 Feet
751 - 50,000 volts	10 Feet	10 Feet	4 Feet	6 Feet
69,000 volts	11 Feet	15 Feet	10 Feet	10 Feet
115,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
138,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
230,000 volts	16 Feet	20 Feet	10 Feet	10 Feet
500,000 volts	25 Feet	25 Feet	16 Feet	16 Feet

*When uncertain of the voltage, maintain a distance of 20 feet for voltages up to 350,000 volts and 50 feet for voltages greater than 350,000 volts.
**For personnel approaching insulated secondary conductors less than 750 volts, avoid contact (Maintain 10 Feet to bare energized conductors less than 750 volts). For qualified personnel and insulated aerial lift equipment meeting requirements of 29 CFR 1910.333, distances may be reduced to those shown in 29 CFR 1910.333 Table S-5.

4. All excavators are required to contact the Sunshine State One Call of Florida, phone number 1-800-432-4770 or 811 a minimum of two working days (excluding weekends) in advance of commencement of excavation to ensure facilities are located accurately.
5. Conduct all locations and excavations in accordance with the Florida Statute 556 of the Underground Facilities Damage Prevention & Safety Act and all local city and county ordinances that may apply.
6. When an excavation is to take place within a tolerance zone, an excavator shall use increased caution to protect underground facilities. The protection requires hand digging, pot holing, soft digging, vacuum methods, or similar procedures to identify underground facilities.

A copy of this notification must be provided by you to each contractor and subcontractor on this project, to be shared with their supervision and employees prior to commencing work on this project.

Email
Means by which this notification was provided to customer and/or contractor

akhoury@hollyhillfl.org
Address

FPL Representative Signature

Date

Customer/Developer/Contractor Representative Signature

Date

Form 360 (Rev. 1/9/12)

Attachment: FPL Phase 3 Option 1 - FPL - Dec 2024 (1) (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

Florida Power & Light Company, 2220 Hammock Pl, Sarasota FL 34235

October 30th, 2024

Antoine Khoury PE
City Engineer/Public Works Director
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

Re: City of Holly Hill
Electric Facilities Conversion – Binding Cost Estimate
City of Holly Hill – Phase 3
WR # 12158318

Dear Mr. Khoury:

FPL welcomes the opportunity to assist you in determining if underground service is right for your area. As per your request, FPL has completed a binding cost estimate for the project designated as the City of Holly Hill – Phase 3 conversion project. The binding cost estimate amount, known as the Contribution In Aid of Construction (C.I.A.C.), required for converting the area to underground is $2,140,556. In addition, the cost estimate includes a more than $1,573,550 adjustment credit for both FPL's Avoided Storm Restoration Cost and as required in the C.I.A.C. formula, tariff Section 12.1, credit for an equivalent overhead system designed at the current hardened (i.e. extreme wind) standard. Further the cost assumes the following:

- Customer Performs Some Work - Conduit and equipment pad installation.
- All work will be performed during the daylight hours, Monday through Friday, 8 A.M. to 5 P.M.. Any after hours work, e.g. disconnect/reconnect service appointments or requiring construction at night, would be an additional expense for the City.

This binding cost estimate is valid for 180 days and a response must be received within that timeframe. Should you agree to move forward with the project, please sign and return the enclosed documents. Once we receive the acceptance package (e.g. partially executed documents and C.I.A.C. payment), we will commence the construction process (i.e. initiate bid requests and material purchasing). Any deposits that you have already paid will be applied towards the C.I.A.C. and you must pay the remaining difference of $2,129,624 Net Due from BCE before we begin construction. Failure to execute the applicable Agreement and pay the C.I.A.C. specified in the Agreement within the 180-day time limit, or termination of the Agreement, shall result in the expiration of the binding cost estimate. However, if you choose to cancel your request or not respond in time, your engineering deposit will not be returned and the estimate will be withdrawn.

Attachment: FPL Phase 3 Option 2 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

This estimate only includes the charges to be paid to FPL. There are additional costs which are the customer's responsibility and should also be considered. These potential costs include:

- Site restoration (sod, landscaping, pavement, sidewalks, etc).
- Rearrangement of customer electric service entrances (requires electrician) from overhead to underground. Also, additional customer expense if local inspecting authorities require customer wiring to be brought up to current codes.
- Replacement of street and security lighting currently attached to the poles being removed
- Removal and burial of other utilities (e.g. telecom, CATV, etc.).
- Any project scope changes that modify the enclosed drawings.
- Acquiring, describing, securing and recording of easements for underground facilities.

We look forward to working with you and your staff as this project progresses. If you have any questions, please contact me at 561-389-9976.

Sincerely,

Andrea Castelblanco
Project Manager – OH /UG Conversions
Power Delivery
FPL

Attachments

Attachment: FPL Phase 3 Option 2 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

Overhead to Underground Conversion - Customer Cost Sheet

Project: City of Holly Hill - Phase 3 **Date Estimate Provided to Customer: 10/30/2024**

Customer Performs Partial UG Work - Conduit and Concrete Installation

1)	$	2,558,154	The estimated cost to install the requested underground facilities
2)	$	783,393	The estimated cost to remove the existing overhead facilities and the installation of required overhead facilities to serve the new underground system.
3)	$	372,559	The net book value of the existing overhead facilities
4)	$	(1,030,166)	The estimated cost that would be incurred to install new overhead facilities, in lieu of underground, to replace the existing overhead facilities (the "Hypothetical Overhead Facilities")
5)	$	-	The estimated salvage value of the existing overhead facilities to be removed
6)	$	(355,190)	The 30-year net present value of the estimated non-storm underground vs overhead operational costs differential
7)	$	(188,194)	The 30-year net present value of the estimated average Avoided Storm Restoration Costs ("ASRC")

Total CIAC	$	2,140,556	Contribution-In-Aid-of Construction
Engineering Dep	$	10,932	Less the Engineering Deposit previously collected for this project.
Net Due to FPL	$	2,129,624	

Cost Breakdowns for Customer Contributions

	Total	Labor/Vehicle	Material	Direct Engineering, Supervision, and Support
New UG Install (+)	$ 2,558,154	$ 571,441	$ 1,492,077	$ 494,636
Credit for equivalent OH (-)	$ (1,030,166)	$ (426,404)	$ (467,945)	$ (135,817)
OH Removal Cost & Make Ready (+)	$ 783,393	$ 467,033	$ 221,381	$ 94,979
Total	**$ 2,311,381**	**$ 612,070**	**$ 1,245,513**	**$ 453,798**
Net Book Value (+)	$ 372,559			
Operational Costs Differential	$ (355,190)	1.73 miles		$205,862 per mile
Avoided Storm Rest Costs	$ (188,194)			$109,074 per mile
Salvage Value (-)	$ -			
Total CIAC	**$ 2,140,556**			
Engineering Deposit (-)	$ 10,932	Engineering deposit previously collected		
Net Due FPL	**$ 2,129,624**			

Major Material Breakdown

	Quantity	Item
Install	52,597	Primary UG Cable (feet)
	5	UG Switch Cabinet (0 Vista Sw's)
	21	UG Transformer (each)
	7	Splice box for UG feeder (each)
Remove	21,101	OH Primary Conductor (feet)
	71	Poles (each)
	21	OH Transformer (each)
	1,143	Primary UG Cable (feet)

Attachment: FPL Phase 3 Option 2 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

APPLICANT-INSTALLED FACILITIES AGREEMENT FOR UNDERGROUND CONVERSIONS (WR # 12158318)

This Agreement, made and entered into this _____ day of _____, 20_____, by and between the City of Holly Hill (the "Applicant"), a Florida municipal corporation with an address of 1065 Ridgewood Ave, Holly Hill, FL 32117 and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation organized under the laws of the State of Florida, with an address of P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WITNESSETH:

WHEREAS, the Applicant has executed the appropriate underground facilities conversion agreement ("Conversion Agreement") with FPL to convert certain overhead electric distribution facilities (collectively the "Existing Overhead Facilities") to underground distribution facilities (collectively the "Underground Facilities"), as described in the aforementioned Conversion Agreement (hereinafter the "Conversion");

WHEREAS, the Applicant desires to perform itself, or through its Contractors, certain Work as such term is described in Exhibit A associated with the Conversion;

WHEREAS, FPL is willing, subject to all the terms and conditions set forth below in this Agreement, to allow the Applicant to perform the Work based on Applicant's assurance that such Work will be in accordance with FPL's designs, instructions, standards and specifications, and such Work will not adversely impact FPL or its electric customers;

NOW, THEREFORE, in recognition of the foregoing premises, and in consideration of the covenants and promises set forth herein below, FPL and Applicant do hereby agree as follows:

1. **Compliance with Tariff**. Applicant shall comply with and abide by the requirements, terms, and conditions of this Agreement, the Conversion Agreement, and FPL's electric tariff (the "Tariff").

2. **Conditions for Work to be Performed.** Applicant shall, at its own cost and expense, perform or cause to be performed, all Work, as described in Exhibit A, in accordance with the terms and conditions of this Agreement and the standards and specifications shown in Exhibit B. The Applicant shall provide all survey and staking to ensure that all Underground Facilities are installed as shown in the Conversion Agreement and provide As-Built prints to FPL within two (2) weeks of installation, signed and certified by a Florida registered surveyor along with a FPL "Redline" document.

3. **Commencement of Work**. Applicant shall perform the Work, or any portion of the Work, only upon receipt of a notice to proceed containing the approved drawings, specifications and instructions from FPL ("Notice to Proceed"). After receipt of the Notice to Proceed, Applicant shall provide written notice of intent to commence work to FPL at least five (5) days prior to commencement of such Work. Applicant shall not perform any excavation

Attachment: FPL Phase 3 Option 2 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

work without first notifying Sunshine State One Call for identification and marking of existing underground utilities and complying with the excavation requirements set forth in Florida Statute Chapter 556.

4. **Materials**. All Materials are to be supplied by FPL and shall be picked up by Applicant at the following address _____ at a mutually agreed upon time, typically with 5 business days minimum notice, but no more than 15 business days notice, unless mutually agreed upon. Alternatively, FPL will, at Applicant's expense, have the material delivered to a mutually agreed upon location. Applicant assumes liability for any materials lost, stolen or damaged once these materials are picked up by, or delivered to, the Applicant.

5. **Contractors**. Applicant may enter into a contract with a contractor for the performance of the Work, or any portion thereof, provided that the contractor has been approved by FPL in writing prior to execution of such contract. Applicant shall not make any substitution of any contractor for the performance of Work unless the substitution is approved by FPL in writing. The Applicant's contractor(s) shall perform ALL work as outlined within Exhibit A & Exhibit B. No contract or purchase order between Applicant and its contractor(s) shall bind or purport to bind FPL, but each contractor entering into a contract with Applicant with respect to the Work shall name FPL as an intended third-party beneficiary and include a provision permitting its assignment to FPL upon FPL's written request, following default by Applicant or termination or expiration of this Agreement. Applicant shall provide FPL with written certification from each of its contractors performing Work that all warranties, guarantees and obligations of such contractors are equivalent or better than those granted by such contractor to FPL for similar work and shall require that each such contractor name FPL as an intended third party beneficiary of such warranties, guarantees and obligations with the same rights of enforcement as Applicant. Applicant shall assign all representations, warranties, guaranties, and obligations of all contractors at the request and direction of FPL, and without recourse to Applicant, to FPL upon default by Applicant or termination or expiration of this Agreement; provided, however, that, notwithstanding such assignment, Applicant shall be entitled to enforce each such representation, warranty, guaranty, and obligation so long as Applicant has any liability under this Agreement. Applicant hereby assigns to FPL, effective as of the termination or expiration of this Agreement, all representations, warranties, guaranties and obligations of all Contractors.

6. **Right of Entry**. FPL reserves the right, together with its agents or designees to enter the Jobsite as it may elect for the purpose of inspecting the Work, or constructing or installing such collateral work as it may desire, or testing, boring or surveying, or any other purpose.

7. **Inspection and Correction of Deficiencies**.

7.1. All Work shall be properly inspected and tested, if appropriate, by Applicant and shall at all times be subject to additional inspection by FPL and its designee(s).

Attachment: FPL Phase 3 Option 2 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

7.2. Neither the failure to make such inspection, nor the failure to discover defective workmanship, materials, or equipment, nor approval of or payment to Applicant for such Work shall prejudice the rights of FPL thereafter to correct or reject the same.

7.3. Applicant shall correct any deficiencies found with the Work, including but not limited to discrepancies that are inconsistent with FPL's design, instructions, standards or specifications within two (2) business days. If Applicant does not adequately rectify the identified deficiencies in the required timeframe, FPL may, at its sole discretion, perform, or have performed by its contractor the required repairs and Applicant shall pay FPL for any costs incurred. These requirements apply whether the discovery of deficiencies occurs while Applicant is performing its Work or while FPL, or its contractor, is performing its portion of the work.

7.4. If any Work or part thereof is covered over contrary to the requirements of this Agreement or the written request of FPL, it must, if required by FPL, be uncovered for observation and inspection and covered again at Applicant's sole expense.

7.5. If any Work that FPL has not specifically requested to observe and inspect prior to being covered has been covered, FPL may request to see such Work or part thereof and it shall be uncovered by Applicant. If such Work or part thereof is found to be in accordance with this Agreement, the cost of uncovering and covering again shall be paid by FPL. If such Work or part thereof fails to meet the requirements of this Agreement, Applicant shall pay all costs of uncovering, correcting, and covering again.

7.6. Applicant shall pay FPL for all time spent reviewing and inspecting Applicant's Work.

7.7. No electric customers shall be connected to the Underground Facilities prior to all deficiencies being rectified.

8. <u>Indemnity / Liability of Applicant</u>.

8.1. Subject to the provisions and limitations of Florida law, Applicant shall protect, defend, indemnify and hold FPL free and unharmed from and against any liabilities whatsoever resulting from or in connection with this Agreement, the Conversion or in connection with the performance of the Work by the Applicant, its employees, agents, Contractors or Contractors' employees. The Applicant's indemnity obligations to FPL shall not apply to any claims or liabilities that are caused by the sole negligence of FPL.

8.2. Applicant shall assume full responsibility for all damages and all restoration arising in connection with the Work.

Attachment: FPL Phase 3 Option 2 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

9. **Design Work**. FPL shall provide all design, instruction, standards and specifications necessary to perform the Conversion.

10. **Completion of Work and Ownership**. Applicant shall complete the Work by _____ _____, 20_____ and notify FPL when said Work is complete. Upon FPL's final written approval of the completion of the Work ("Acceptance"), Applicant acknowledges that all rights, title and interest, free and clear of all liens, in and to the Work shall vest in FPL. If requested by FPL, Applicant shall provide FPL, in a form acceptable to FPL, an affidavit of Applicant certifying payment of all indebtedness to all Contractors and a written release of liens from Applicant and each Contractor.

11. **No Liability by FPL**. FPL assumes no liability due to any damage, misunderstanding of installation drawings or specifications, or any actions due to Applicant or its Contractor.

12. **Suspension for Cause:**

12.1. FPL may at its sole discretion, by Notice, temporarily suspend the Work, or any portion thereof, under this Agreement when the performance by Applicant or its contractor is unsatisfactory by FPL to obtain the results required by this Agreement.

12.2. The methods by which Applicant performs its Work are entirely the responsibility of Applicant. FPL's right to suspend Work is intended solely to verify that the Work being performed by Applicant and its Contractor conforms to the design, instruction, standards and specifications and shall not obligate FPL to review the efficiency, adequacy or safety of Applicant's or its Contractors methods or means of operation or construction.

12.3. Any additional costs incurred by Applicant resulting from such suspension shall be borne solely by Applicant.

12.4. If Applicant immediately corrects the unsatisfactory condition FPL shall authorize resumption of the Work. Applicant's failure to immediately effect correction of the unsatisfactory conditions shall be cause for termination of this Agreement.

13. **Termination for Cause:**

13.1. FPL may, upon Notice to Applicant, and without prejudice to any remedy available to FPL under law, in equity or under this Agreement, terminate the whole or any part of this Agreement for cause and take possession of the Work without termination charge, penalty or obligation in the event Applicant fails to perform a material obligation under this Agreement and fails to cure such material obligation default within a reasonable period of time, but in no event more than ten (10) business days, after Notice from FPL specifying the nature of such default (any such termination referred to as a "Termination for Cause").

Attachment: FPL Phase 3 Option 2 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

13.2. In the event of Termination for Cause by FPL, Applicant shall:

a. Unless instructed otherwise in the Notice, immediately stop all Work hereunder;
b. Issue no further contracts except with the prior written consent of FPL;
c. Assign to FPL, to the extent requested by FPL, all rights of Applicant under contracts outstanding;
d. Terminate, to the extent requested by FPL, outstanding contracts;
e. Fully cooperate and refrain from hindering or interfering in any manner with any other persons or parties currently or prospectively performing the Work; and
f. Take any other action toward termination, or toward preservation of the Work, that FPL may direct.

13.3. Upon a Termination for Cause, all obligations of FPL hereunder shall terminate effective immediately. Upon such Termination for Cause, FPL may either rework or take over the terminated Work and proceed to provide such materials, supplies, equipment and labor of both FPL and FPL contractors, as may be reasonably necessary to complete said Work. FPL may have any partially fabricated portion of the Work removed from Applicant's or contractor's facilities upon Notice to Applicant. Applicant shall be liable for any increase of FPL's costs, including rework costs, incurred by FPL as a result of FPL's termination of the contract for cause.

13.4. In the event of Termination for Cause, FPL shall have no liability to Applicant for costs incurred by Applicant as a result of such termination.

14. **Termination Prior to Construction**. Applicant may terminate this Agreement at any time prior to the start of construction. If Applicant elects to still complete the Conversion, then the Contribution-In-Aid-of-Construction (CIAC) amount provided in the Conversion Agreement shall be revised accordingly. The revised Conversion Agreement must be executed and any additional CIAC due received by FPL prior to the start of construction.

15. **Assignment**. This Agreement is not assignable.

16. **Applicant's Payments to FPL.** Any monies that are owed by Applicant to FPL under this Agreement shall be paid to FPL within thirty (30) days of FPL producing an invoice.

17. **Notice**. As used herein, the term "Notice" shall mean any formal written correspondence providing notice of action, purpose, intent or the like given under the provisions of this Agreement. Unless otherwise provided in this Agreement, Notice shall be delivered in person, by courier or by certified mail and shall be effective when received. General correspondence is not categorized as Notice.

Attachment: FPL Phase 3 Option 2 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

IN WITNESS WHEREOF, FPL and Applicant have executed this Agreement for the provision of Applicant-Installed facilities to be effective as of the date first above written.

For: _____

By:_____
(signature)

Name:_____
(print or type)

Title:_____
(print or type)

By:_____
(signature)

Name:_____
(print or type)

Title:_____
(print or type)

Approved as to Terms and Conditions:_____
(signature/title)

Approved as to Form and Legal Sufficiency:_____
(signature/title)

For **FLORIDA POWER & LIGHT COMPANY**

By:_____
(signature)

Name:_____
(print or type)

Title:_____
(print or type)

Attachment: FPL Phase 3 Option 2 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

FLORIDA POWER & LIGHT COMPANY

UNDERGROUND FACILITIES CONVERSION AGREEMENT

This Agreement, is made and entered into this _____day of _____,_____, by and between The City of Holly Hill ("Applicant"), with an address of 1065 Ridgewood Ave, Holly Hill, FL 32117 and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation with an address of 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WHEREAS, the Applicant has requested that FPL convert certain overhead electric distribution facilities located within the following boundaries (the "Conversion"):

City of Holly Hill - Phase 3 – Ridgewood Ave – From Walker Street to Northern Limits of the City (Espanola Ave) on the West of the roadway

NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth herein, and other consideration the sufficiency of which is hereby acknowledged, the parties intending to be legally bound, hereby covenant and agree as follows:

1. **Avoided Storm Restoration Cost ("ASRC") Eligibility Criteria.** The Applicant represents and warrants that it meets, and is capable and willing to enforce, the applicable eligibility criteria for the Conversion.

2. **Contribution-in-Aid-of-Construction (CIAC).** The Applicant shall pay FPL a CIAC as required by FPL's Electric Tariff and Section 25-6.115 of the Florida Administrative Code.

i. CIAC (excluding ASRC)	$ 2,683,940
ii. ASRC	$ - 188,194
iii. Operational Cost Differential	$ -355,190
iv. CIAC Due	$ 2,140,556

In the event the actual cost of the Conversion (excluding ASRC) exceeds the estimate, the CIAC (excluding ASRC) shall be adjusted by the lesser of (a) the difference between the actual cost of the Conversion and the estimate, or (b) 10% of the CIAC (excluding ASRC) identified above. The ASRC shall also be adjusted accordingly and the Applicant shall pay FPL the resulting difference in the amount of the CIAC Due.

3. **Applicant-Installed Facilities.** The Applicant may, upon entering into an applicant-installed facilities agreement satisfactory to FPL, construct and install all or a portion of the Underground Facilities. Such work must meet FPL's construction standards and FPL will own and maintain the completed facilities. The Applicant agrees to rectify any deficiencies, found by FPL, prior to the connection of any customers to the Underground Facilities and the removal of the Existing Overhead Facilities.

4. **Compliance with Tariff.** The Applicant agrees to comply with and abide by the requirements, terms, and conditions of FPL's Electric Tariff.

Attachment: FPL Phase 3 Option 2 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

FLORIDA POWER & LIGHT COMPANY

5. **Timing of Conversion.** Upon compliance by the Applicant with the requirements, terms, and conditions of FPL's Electric Tariff, this Agreement and any other applicable agreements, FPL will proceed in a timely manner with the Conversion in accordance with the construction drawings and specifications set forth in Attachment A hereof.

6. **Relocation.** In the event that the Underground Facilities are part of, or are for the purposes of, relocation, then this Agreement shall be an addendum to the relocation agreement between FPL and the Applicant. In the event of any conflict between the relocation agreement and this Agreement or the Electric Tariff, this Agreement and the Electric Tariff shall control.

7. **Term.** This Agreement shall remain in effect for as long as FPL or any successor or assign owns or operates the Underground Facilities.

8. **ASRC Repayment.** If the Applicant does not satisfy the relevant eligibility criteria, the Applicant shall repay the ASRC within 30 days of written notice from FPL of such failure. Additionally, if at any point within 30 years of completion of the Underground Facilities installation, the Applicant elects to have electric service within the Conversion Area supplied by a provider other than FPL, the Applicant shall repay FPL a pro-rata share of the ASRC. The pro-rata share (which shall reflect partial years) shall be determined as follows:

   ASRC * [(30 – years since the Underground Facilities completion date) / 30]

   Non-governmental-Applicants shall provide, at the time of execution of this Agreement, either a surety bond or irrevocable bank letter of credit (the "Security Instrument") in a form acceptable to FPL evidencing ability to repay the ASRC. This Security Instrument shall remain in effect until such time as all customers within the Conversion Area are converted. The Applicant may provide either an amended or replacement Security Instrument in a form acceptable to FPL at any time to reflect the pro-rata adjustments to the ASRC amount. If, upon notice of cancellation or prior to expiration of the Security Instrument, a replacement Security Instrument in a form acceptable to FPL is not provided by the Applicant to FPL, FPL will require the third party issuing the Security Instrument to pay the full balance due in accordance with this Agreement in cash.

9. **Termination Prior to the Conversion Completion.** Failure by the Applicant to comply with any of the requirements, terms, or conditions of this Agreement or FPL's Electric Tariff shall result in termination of this Agreement. The Applicant may terminate this Agreement at any time prior to the start of the Conversion and the CIAC paid by the Applicant will be refunded to the Applicant; provided however, that the refund of the CIAC shall be offset by any costs incurred by FPL in performing under the Agreement up to the date of termination.

10. **Assignment.** The Applicant shall not assign this Agreement without the written consent of FPL.

11. **Adoption and Recording.** This Agreement shall be adopted by the Applicant and maintained in the official records of the Applicant for the duration of the term of this Agreement. This Agreement also shall be recorded in the Official Records of the County in which the Underground Facilities are located, in the place and in the manner in which deeds are typically recorded.

12. **Conflict between Terms of Franchise Agreement.** In the event of a conflict between the terms of this Agreement and any permit or franchise agreement entered into by Applicant and FPL, the terms of this Agreement shall control.

FLORIDA POWER & LIGHT COMPANY

13. **Applicability.** This subpart applies to requests for underground facilities addressing the conversion of existing overhead facilities. In order for the Company to take action pursuant to a request for conversion:
    a. the conversion area must be at least two contiguous city blocks or 1,000 feet in length;
    b. all electric services to the real property on both sides of the existing overhead primarily lines must be part of the conversion;
    c. all other existing overhead utility facilities (e.g. telephone, CATV, etc.) must also be converted to underground facilities.

IN WITNESS WHEREOF, FPL and the Applicant have executed this Agreement on the date first set forth above.

CITY OF HOLLY HILL

Signed_____

Name _____

Title _____

Signed_____

Name _____

Title_____

Approved as to Terms and Conditions (if required by Applicant)

Signed_____

Name_____

Title _____

Approved as to Form and Legal Sufficiency (if required by Applicant)

Signed_____

Name_____

Title _____

FPL

Signed _____

Name _____

Title _____

Attachment: FPL Phase 3 Option 2 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

NOTIFICATION OF FPL FACILITIES

Customer/Agency City of Holly Hill
Date of Meeting/Contact: October, 30th, 2024
Developer/Contractor Name City of Holly Hill
Project Number/Name: City of Holly Hill-Ph 3 OH-UG Conversion
Location of Project: Ridgewood Ave – From Walker Street to Northern Limits of the City (Espanola Ave) on the West of the roadway
City: City of Holly Hill
FPL Representative: Andrea Castelblanco
Phone: 561-389-9976
Developer/Contractor Representative: Antoine Khoury
FPL Work Request #/Work Order #: 12158318

FPL calls your attention to the fact that there may be energized, high voltage electric lines, both overhead and underground, located in the area of this project. It is imperative that you visually survey the area and that you also take the necessary steps to identify all overhead and underground facilities prior to commencing construction to determine whether the construction of any proposed improvements will bring any person, tool, machinery, equipment or object closer to FPL's power lines than the OSHA-prescribed limits. If it will, you must either re-design your project to allow it to be built safely given the pre-existing power line location, or make arrangements with FPL to either deenergize and ground our facilities, or relocate them, possibly at your expense. **You must do this before allowing any construction near the power lines.** It is impossible for FPL to know or predict whether or not the contractors or subcontractors, and their employees, will operate or use cranes, digging apparatus or other mobile equipment, or handle materials or tools, in dangerous proximity to such power lines during the course of construction, and, if so, when and where. Therefore, if it becomes necessary for any contractor or subcontractor, or their employees, to operate or handle cranes, digging apparatus, draglines, mobile equipment, or any other equipment, tools or materials in such a manner that they might come closer to underground or overhead power lines than is permitted by local, state or federal regulations, you and any such contractor or subcontractor must notify FPL in writing of such planned operation prior to the commencement thereof and make all necessary arrangements with FPL in order to carry out the work in a safe manner. **Any work in the vicinity of the electric lines should be suspended until these arrangements are finalized and implemented.**

The National Electrical Safety Code ("NESC") prescribes minimum clearances that must be maintained. If you build your structure so that those clearances cannot be maintained, you may be required to compensate FPL for the relocation of our facilities to comply with those clearances. As such, you should contact FPL prior to commencing construction near pre-existing underground or overhead power lines to make sure that your proposed improvement does not impinge upon the NESC clearances.

It is your responsibility and the responsibility of your contractors and subcontractors on this project to diligently fulfill the following obligations:

1. Make absolutely certain that all persons responsible for operating or handling cranes, digging apparatus, draglines, mobile equipment or any equipment, tool, or material capable of contacting a power line, are in compliance with all applicable state and federal regulations, including but not limited to U.S. Department of Labor OSHA Regulations, while performing their work.
2. Make sure that all cranes, digging apparatus, draglines, mobile equipment, and all other equipment or materials capable of contacting a power line have attached to them any warning signs required by U.S. Department of Labor OSHA Regulations.
3. Post and maintain proper warning signs and advise all employees, new and old alike, of their obligation to keep themselves, their tools, materials and equipment away from power lines per the following OSHA minimum approach distances (refer to OSHA regulations for restrictions):

*Power Line Voltages	**Personnel and Equipment (29 CFR 1910.333 and 1926.600)	Cranes and Derricks (29 CFR 1926.1407, 1408)	Travel under or near Power Lines (on construction sites, no load) (29 CFR 1926.600 – Equipment)	(1926.1411 – Cranes and Derricks)
0 - 750 volts	10 Feet	10 Feet	4 Feet	4 Feet
751 - 50,000 volts	10 Feet	10 Feet	4 Feet	6 Feet
69,000 volts	11 Feet	15 Feet	10 Feet	10 Feet
115,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
138,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
230,000 volts	16 Feet	20 Feet	10 Feet	10 Feet
500,000 volts	25 Feet	25 Feet	16 Feet	16 Feet

*When uncertain of the voltage, maintain a distance of 20 feet for voltages up to 350,000 volts and 50 feet for voltages greater than 350,000 volts.
**For personnel approaching insulated secondary conductors less than 750 volts, avoid contact (Maintain 10 Feet to bare energized conductors less than 750 volts). For qualified personnel and insulated aerial lift equipment meeting requirements of 29 CFR 1910.333, distances may be reduced to those shown in 29 CFR 1910.333 Table S-5.

4. All excavators are required to contact the Sunshine State One Call of Florida, phone number 1-800-432-4770 or 811 a minimum of two working days (excluding weekends) in advance of commencement of excavation to ensure facilities are located accurately.
5. Conduct all locations and excavations in accordance with the Florida Statute 556 of the Underground Facilities Damage Prevention & Safety Act and all local city and county ordinances that may apply.
6. When an excavation is to take place within a tolerance zone, an excavator shall use increased caution to protect underground facilities. The protection requires hand digging, pot holing, soft digging, vacuum methods, or similar procedures to identify underground facilities.

A copy of this notification must be provided by you to each contractor and subcontractor on this project, to be shared with their supervision and employees prior to commencing work on this project.

Email
Means by which this notification was provided to customer and/or contractor

akhoury@hollyhillfl.org
Address

FPL Representative Signature

Date

Customer/Developer/Contractor Representative Signature

Date

Form 360 (Rev. 1/9/12)

Attachment: FPL Phase 3 Option 2 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

Florida Power & Light Company, 2220 Hammock Pl, Sarasota FL 34235

October 30th, 2024

Antoine Khoury PE
City Engineer/Public Works Director
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117

Re: City of Holly Hill
Electric Facilities Conversion – Binding Cost Estimate
City of Holly Hill – Phase 3
WR # 12158318

Dear Mr. Khoury:

FPL welcomes the opportunity to assist you in determining if underground service is right for your area. As per your request, FPL has completed a binding cost estimate for the project designated as the City of Holly Hill – Phase 3 conversion project. The binding cost estimate amount, known as the Contribution In Aid of Construction (C.I.A.C.), required for converting the area to underground is $1,569,115. In addition, the cost estimate includes a more than $1,573,550 adjustment credit for both FPL's Avoided Storm Restoration Cost and as required in the C.I.A.C. formula, tariff Section 12.1, credit for an equivalent overhead system designed at the current hardened (i.e. extreme wind) standard. Further the cost assumes the following:

- Customer Performs Some Work - All of the underground work.
- All work will be performed during the daylight hours, Monday through Friday, 8 A.M. to 5 P.M.. Any after hours work, e.g. disconnect/reconnect service appointments or requiring construction at night, would be an additional expense for the City.

This binding cost estimate is valid for 180 days and a response must be received within that timeframe. Should you agree to move forward with the project, please sign and return the enclosed documents. Once we receive the acceptance package (e.g. partially executed documents and C.I.A.C. payment), we will commence the construction process (i.e. initiate bid requests and material purchasing). Any deposits that you have already paid will be applied towards the C.I.A.C. and you must pay the remaining difference of $1,558,183 Net Due from BCE before we begin construction. Failure to execute the applicable Agreement and pay the C.I.A.C. specified in the Agreement within the 180-day time limit, or termination of the Agreement, shall result in the expiration of the binding cost estimate. However, if you choose to cancel your request or not respond in time, your engineering deposit will not be returned and the estimate will be withdrawn.

Attachment: FPL Phase 3 Option 3 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

This estimate only includes the charges to be paid to FPL. There are additional costs which are the customer's responsibility and should also be considered. These potential costs include:

- Site restoration (sod, landscaping, pavement, sidewalks, etc).
- Rearrangement of customer electric service entrances (requires electrician) from overhead to underground. Also, additional customer expense if local inspecting authorities require customer wiring to be brought up to current codes.
- Replacement of street and security lighting currently attached to the poles being removed
- Removal and burial of other utilities (e.g. telecom, CATV, etc.).
- Any project scope changes that modify the enclosed drawings.
- Acquiring, describing, securing and recording of easements for underground facilities.

We look forward to working with you and your staff as this project progresses. If you have any questions, please contact me at 561-389-9976.

Sincerely,

Andrea Castelblanco
Project Manager – OH /UG Conversions
Power Delivery
FPL

Attachments

Attachment: FPL Phase 3 Option 3 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

Overhead to Underground Conversion - Customer Cost Sheet

Project: City of Holly Hill - Phase 3 **Date Estimate Provided to Customer: 10/30/2024**

Customer Performs All UG Work

1)	$	1,986,713	The estimated cost to install the requested underground facilities
2)	$	783,393	The estimated cost to remove the existing overhead facilities and the installation of required overhead facilities to serve the new underground system.
3)	$	372,559	The net book value of the existing overhead facilities
4)	$	(1,030,166)	The estimated cost that would be incurred to install new overhead facilities, in lieu of underground, to replace the existing overhead facilities (the "Hypothetical Overhead Facilities")
5)	$	-	The estimated salvage value of the existing overhead facilities to be removed
6)	$	(355,190)	The 30-year net present value of the estimated non-storm underground vs overhead operational costs differential
7)	$	(188,194)	The 30-year net present value of the estimated average Avoided Storm Restoration Costs ("ASRC")

Total CIAC	$	1,569,115	Contribution-In-Aid-of Construction
Engineering Dep	$	10,932	Less the Engineering Deposit previously collected for this project.
Net Due to FPL	$	1,558,183	

Cost Breakdowns for Customer Contributions

	Total	Labor/Vehicle	Material	Direct Engineering, Supervision, and Support
New UG Install (+)	$ 1,986,713	$ -	$ 1,492,077	$ 494,636
Credit for equivalent OH (-)	$ (1,030,166)	$ (426,404)	$ (467,945)	$ (135,817)
OH Removal Cost & Make Ready (+)	$ 783,393	$ 467,033	$ 221,381	$ 94,979
Total	**$ 1,739,940**	**$ 40,629**	**$ 1,245,513**	**$ 453,798**
Net Book Value (+)	$ 372,559			
Operational Costs Differential	$ (355,190)	1.73 miles		$205,862 per mile
Avoided Storm Rest Costs	$ (188,194)			$109,074 per mile
Salvage Value (-)	$ -			
Total CIAC	**$ 1,569,115**			
Engineering Deposit (-)	$ 10,932	Engineering deposit previously collected		
Net Due FPL	**$ 1,558,183**			

Major Material Breakdown

	Quantity	Item
Install	52,597	Primary UG Cable (feet)
	5	UG Switch Cabinet (0 Vista Sw's)
	21	UG Transformer (each)
	7	Splice box for UG feeder (each)
Remove	21,101	OH Primary Conductor (feet)
	71	Poles (each)
	21	OH Transformer (each)
	1,143	Primary UG Cable (feet)

Attachment: FPL Phase 3 Option 3 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

APPLICANT-INSTALLED FACILITIES AGREEMENT FOR UNDERGROUND CONVERSIONS (WR # 12158318)

This Agreement, made and entered into this _____ day of _____, 20_____, by and between the City of Holly Hill (the "Applicant"), a Florida municipal corporation with an address of 1065 Ridgewood Ave, Holly Hill, FL 32117 and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation organized under the laws of the State of Florida, with an address of P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WITNESSETH:

WHEREAS, the Applicant has executed the appropriate underground facilities conversion agreement ("Conversion Agreement") with FPL to convert certain overhead electric distribution facilities (collectively the "Existing Overhead Facilities") to underground distribution facilities (collectively the "Underground Facilities"), as described in the aforementioned Conversion Agreement (hereinafter the "Conversion");

WHEREAS, the Applicant desires to perform itself, or through its Contractors, certain Work as such term is described in Exhibit A associated with the Conversion;

WHEREAS, FPL is willing, subject to all the terms and conditions set forth below in this Agreement, to allow the Applicant to perform the Work based on Applicant's assurance that such Work will be in accordance with FPL's designs, instructions, standards and specifications, and such Work will not adversely impact FPL or its electric customers;

NOW, THEREFORE, in recognition of the foregoing premises, and in consideration of the covenants and promises set forth herein below, FPL and Applicant do hereby agree as follows:

1. **Compliance with Tariff**. Applicant shall comply with and abide by the requirements, terms, and conditions of this Agreement, the Conversion Agreement, and FPL's electric tariff (the "Tariff").

2. **Conditions for Work to be Performed.** Applicant shall, at its own cost and expense, perform or cause to be performed, all Work, as described in Exhibit A, in accordance with the terms and conditions of this Agreement and the standards and specifications shown in Exhibit B. The Applicant shall provide all survey and staking to ensure that all Underground Facilities are installed as shown in the Conversion Agreement and provide As-Built prints to FPL within two (2) weeks of installation, signed and certified by a Florida registered surveyor along with a FPL "Redline" document.

3. **Commencement of Work**. Applicant shall perform the Work, or any portion of the Work, only upon receipt of a notice to proceed containing the approved drawings, specifications and instructions from FPL ("Notice to Proceed"). After receipt of the Notice to Proceed, Applicant shall provide written notice of intent to commence work to FPL at least five (5) days prior to commencement of such Work. Applicant shall not perform any excavation

Attachment: FPL Phase 3 Option 3 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

work without first notifying Sunshine State One Call for identification and marking of existing underground utilities and complying with the excavation requirements set forth in Florida Statute Chapter 556.

4. **Materials**. All Materials are to be supplied by FPL and shall be picked up by Applicant at the following address _____ at a mutually agreed upon time, typically with 5 business days minimum notice, but no more than 15 business days notice, unless mutually agreed upon. Alternatively, FPL will, at Applicant's expense, have the material delivered to a mutually agreed upon location. Applicant assumes liability for any materials lost, stolen or damaged once these materials are picked up by, or delivered to, the Applicant.

5. **Contractors**. Applicant may enter into a contract with a contractor for the performance of the Work, or any portion thereof, provided that the contractor has been approved by FPL in writing prior to execution of such contract. Applicant shall not make any substitution of any contractor for the performance of Work unless the substitution is approved by FPL in writing. The Applicant's contractor(s) shall perform ALL work as outlined within Exhibit A & Exhibit B. No contract or purchase order between Applicant and its contractor(s) shall bind or purport to bind FPL, but each contractor entering into a contract with Applicant with respect to the Work shall name FPL as an intended third-party beneficiary and include a provision permitting its assignment to FPL upon FPL's written request, following default by Applicant or termination or expiration of this Agreement. Applicant shall provide FPL with written certification from each of its contractors performing Work that all warranties, guarantees and obligations of such contractors are equivalent or better than those granted by such contractor to FPL for similar work and shall require that each such contractor name FPL as an intended third party beneficiary of such warranties, guarantees and obligations with the same rights of enforcement as Applicant. Applicant shall assign all representations, warranties, guaranties, and obligations of all contractors at the request and direction of FPL, and without recourse to Applicant, to FPL upon default by Applicant or termination or expiration of this Agreement; provided, however, that, notwithstanding such assignment, Applicant shall be entitled to enforce each such representation, warranty, guaranty, and obligation so long as Applicant has any liability under this Agreement. Applicant hereby assigns to FPL, effective as of the termination or expiration of this Agreement, all representations, warranties, guaranties and obligations of all Contractors.

6. **Right of Entry**. FPL reserves the right, together with its agents or designees to enter the Jobsite as it may elect for the purpose of inspecting the Work, or constructing or installing such collateral work as it may desire, or testing, boring or surveying, or any other purpose.

7. **Inspection and Correction of Deficiencies**.

7.1. All Work shall be properly inspected and tested, if appropriate, by Applicant and shall at all times be subject to additional inspection by FPL and its designee(s).

Attachment: FPL Phase 3 Option 3 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

7.2. Neither the failure to make such inspection, nor the failure to discover defective workmanship, materials, or equipment, nor approval of or payment to Applicant for such Work shall prejudice the rights of FPL thereafter to correct or reject the same.

7.3. Applicant shall correct any deficiencies found with the Work, including but not limited to discrepancies that are inconsistent with FPL's design, instructions, standards or specifications within two (2) business days. If Applicant does not adequately rectify the identified deficiencies in the required timeframe, FPL may, at its sole discretion, perform, or have performed by its contractor the required repairs and Applicant shall pay FPL for any costs incurred. These requirements apply whether the discovery of deficiencies occurs while Applicant is performing its Work or while FPL, or its contractor, is performing its portion of the work.

7.4. If any Work or part thereof is covered over contrary to the requirements of this Agreement or the written request of FPL, it must, if required by FPL, be uncovered for observation and inspection and covered again at Applicant's sole expense.

7.5. If any Work that FPL has not specifically requested to observe and inspect prior to being covered has been covered, FPL may request to see such Work or part thereof and it shall be uncovered by Applicant. If such Work or part thereof is found to be in accordance with this Agreement, the cost of uncovering and covering again shall be paid by FPL. If such Work or part thereof fails to meet the requirements of this Agreement, Applicant shall pay all costs of uncovering, correcting, and covering again.

7.6. Applicant shall pay FPL for all time spent reviewing and inspecting Applicant's Work.

7.7. No electric customers shall be connected to the Underground Facilities prior to all deficiencies being rectified.

8. <u>Indemnity / Liability of Applicant</u>.

8.1. Subject to the provisions and limitations of Florida law, Applicant shall protect, defend, indemnify and hold FPL free and unharmed from and against any liabilities whatsoever resulting from or in connection with this Agreement, the Conversion or in connection with the performance of the Work by the Applicant, its employees, agents, Contractors or Contractors' employees. The Applicant's indemnity obligations to FPL shall not apply to any claims or liabilities that are caused by the sole negligence of FPL.

8.2. Applicant shall assume full responsibility for all damages and all restoration arising in connection with the Work.

Attachment: FPL Phase 3 Option 3 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

9. **Design Work**. FPL shall provide all design, instruction, standards and specifications necessary to perform the Conversion.

10. **Completion of Work and Ownership**. Applicant shall complete the Work by _____ _____, 20_____ and notify FPL when said Work is complete. Upon FPL's final written approval of the completion of the Work ("Acceptance"), Applicant acknowledges that all rights, title and interest, free and clear of all liens, in and to the Work shall vest in FPL. If requested by FPL, Applicant shall provide FPL, in a form acceptable to FPL, an affidavit of Applicant certifying payment of all indebtedness to all Contractors and a written release of liens from Applicant and each Contractor.

11. **No Liability by FPL**. FPL assumes no liability due to any damage, misunderstanding of installation drawings or specifications, or any actions due to Applicant or its Contractor.

12. **Suspension for Cause:**

12.1. FPL may at its sole discretion, by Notice, temporarily suspend the Work, or any portion thereof, under this Agreement when the performance by Applicant or its contractor is unsatisfactory by FPL to obtain the results required by this Agreement.

12.2. The methods by which Applicant performs its Work are entirely the responsibility of Applicant. FPL's right to suspend Work is intended solely to verify that the Work being performed by Applicant and its Contractor conforms to the design, instruction, standards and specifications and shall not obligate FPL to review the efficiency, adequacy or safety of Applicant's or its Contractors methods or means of operation or construction.

12.3. Any additional costs incurred by Applicant resulting from such suspension shall be borne solely by Applicant.

12.4. If Applicant immediately corrects the unsatisfactory condition FPL shall authorize resumption of the Work. Applicant's failure to immediately effect correction of the unsatisfactory conditions shall be cause for termination of this Agreement.

13. **Termination for Cause:**

13.1. FPL may, upon Notice to Applicant, and without prejudice to any remedy available to FPL under law, in equity or under this Agreement, terminate the whole or any part of this Agreement for cause and take possession of the Work without termination charge, penalty or obligation in the event Applicant fails to perform a material obligation under this Agreement and fails to cure such material obligation default within a reasonable period of time, but in no event more than ten (10) business days, after Notice from FPL specifying the nature of such default (any such termination referred to as a "Termination for Cause").

Attachment: FPL Phase 3 Option 3 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

13.2. In the event of Termination for Cause by FPL, Applicant shall:

a. Unless instructed otherwise in the Notice, immediately stop all Work hereunder;
b. Issue no further contracts except with the prior written consent of FPL;
c. Assign to FPL, to the extent requested by FPL, all rights of Applicant under contracts outstanding;
d. Terminate, to the extent requested by FPL, outstanding contracts;
e. Fully cooperate and refrain from hindering or interfering in any manner with any other persons or parties currently or prospectively performing the Work; and
f. Take any other action toward termination, or toward preservation of the Work, that FPL may direct.

13.3. Upon a Termination for Cause, all obligations of FPL hereunder shall terminate effective immediately. Upon such Termination for Cause, FPL may either rework or take over the terminated Work and proceed to provide such materials, supplies, equipment and labor of both FPL and FPL contractors, as may be reasonably necessary to complete said Work. FPL may have any partially fabricated portion of the Work removed from Applicant's or contractor's facilities upon Notice to Applicant. Applicant shall be liable for any increase of FPL's costs, including rework costs, incurred by FPL as a result of FPL's termination of the contract for cause.

13.4. In the event of Termination for Cause, FPL shall have no liability to Applicant for costs incurred by Applicant as a result of such termination.

14. **Termination Prior to Construction**. Applicant may terminate this Agreement at any time prior to the start of construction. If Applicant elects to still complete the Conversion, then the Contribution-In-Aid-of-Construction (CIAC) amount provided in the Conversion Agreement shall be revised accordingly. The revised Conversion Agreement must be executed and any additional CIAC due received by FPL prior to the start of construction.

15. **Assignment**. This Agreement is not assignable.

16. **Applicant's Payments to FPL.** Any monies that are owed by Applicant to FPL under this Agreement shall be paid to FPL within thirty (30) days of FPL producing an invoice.

17. **Notice**. As used herein, the term "Notice" shall mean any formal written correspondence providing notice of action, purpose, intent or the like given under the provisions of this Agreement. Unless otherwise provided in this Agreement, Notice shall be delivered in person, by courier or by certified mail and shall be effective when received. General correspondence is not categorized as Notice.

Attachment: FPL Phase 3 Option 3 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

IN WITNESS WHEREOF, FPL and Applicant have executed this Agreement for the provision of Applicant-Installed facilities to be effective as of the date first above written.

For: _____

By:_____
(signature)

Name:_____
(print or type)

Title:_____
(print or type)

By:_____
(signature)

Name:_____
(print or type)

Title:_____
(print or type)

Approved as to Terms and Conditions:_____
(signature/title)

Approved as to Form and Legal Sufficiency:_____
(signature/title)

For **FLORIDA POWER & LIGHT COMPANY**

By:_____
(signature)

Name:_____
(print or type)

Title:_____
(print or type)

Attachment: FPL Phase 3 Option 3 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

FLORIDA POWER & LIGHT COMPANY

UNDERGROUND FACILITIES CONVERSION AGREEMENT

This Agreement, is made and entered into this _____day of _____,_____, by and between The City of Holly Hill ("Applicant"), with an address of 1065 Ridgewood Ave, Holly Hill, FL 32117 and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation with an address of 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WHEREAS, the Applicant has requested that FPL convert certain overhead electric distribution facilities located within the following boundaries (the "Conversion"):

City of Holly Hill - Phase 3 – Ridgewood Ave – From Walker Street to Northern Limits of the City (Espanola Ave) on the West of the roadway

NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth herein, and other consideration the sufficiency of which is hereby acknowledged, the parties intending to be legally bound, hereby covenant and agree as follows:

1. **Avoided Storm Restoration Cost ("ASRC") Eligibility Criteria.** The Applicant represents and warrants that it meets, and is capable and willing to enforce, the applicable eligibility criteria for the Conversion.

2. **Contribution-in-Aid-of-Construction (CIAC).** The Applicant shall pay FPL a CIAC as required by FPL's Electric Tariff and Section 25-6.115 of the Florida Administrative Code.

i. CIAC (excluding ASRC)	$ 2,112,499
ii. ASRC	$ - 188,194
iii. Operational Cost Differential	$ -355,190
iv. CIAC Due	$ 1,569,115

In the event the actual cost of the Conversion (excluding ASRC) exceeds the estimate, the CIAC (excluding ASRC) shall be adjusted by the lesser of (a) the difference between the actual cost of the Conversion and the estimate, or (b) 10% of the CIAC (excluding ASRC) identified above. The ASRC shall also be adjusted accordingly and the Applicant shall pay FPL the resulting difference in the amount of the CIAC Due.

3. **Applicant-Installed Facilities.** The Applicant may, upon entering into an applicant-installed facilities agreement satisfactory to FPL, construct and install all or a portion of the Underground Facilities. Such work must meet FPL's construction standards and FPL will own and maintain the completed facilities. The Applicant agrees to rectify any deficiencies, found by FPL, prior to the connection of any customers to the Underground Facilities and the removal of the Existing Overhead Facilities.

4. **Compliance with Tariff.** The Applicant agrees to comply with and abide by the requirements, terms, and conditions of FPL's Electric Tariff.

Attachment: FPL Phase 3 Option 3 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

5. **Timing of Conversion.** Upon compliance by the Applicant with the requirements, terms, and conditions of FPL's Electric Tariff, this Agreement and any other applicable agreements, FPL will proceed in a timely manner with the Conversion in accordance with the construction drawings and specifications set forth in Attachment A hereof.

6. **Relocation.** In the event that the Underground Facilities are part of, or are for the purposes of, relocation, then this Agreement shall be an addendum to the relocation agreement between FPL and the Applicant. In the event of any conflict between the relocation agreement and this Agreement or the Electric Tariff, this Agreement and the Electric Tariff shall control.

7. **Term.** This Agreement shall remain in effect for as long as FPL or any successor or assign owns or operates the Underground Facilities.

8. **ASRC Repayment.** If the Applicant does not satisfy the relevant eligibility criteria, the Applicant shall repay the ASRC within 30 days of written notice from FPL of such failure. Additionally, if at any point within 30 years of completion of the Underground Facilities installation, the Applicant elects to have electric service within the Conversion Area supplied by a provider other than FPL, the Applicant shall repay FPL a pro-rata share of the ASRC. The pro-rata share (which shall reflect partial years) shall be determined as follows:

   ASRC * [(30 – years since the Underground Facilities completion date) / 30]

   Non-governmental-Applicants shall provide, at the time of execution of this Agreement, either a surety bond or irrevocable bank letter of credit (the "Security Instrument") in a form acceptable to FPL evidencing ability to repay the ASRC. This Security Instrument shall remain in effect until such time as all customers within the Conversion Area are converted. The Applicant may provide either an amended or replacement Security Instrument in a form acceptable to FPL at any time to reflect the pro-rata adjustments to the ASRC amount. If, upon notice of cancellation or prior to expiration of the Security Instrument, a replacement Security Instrument in a form acceptable to FPL is not provided by the Applicant to FPL, FPL will require the third party issuing the Security Instrument to pay the full balance due in accordance with this Agreement in cash.

9. **Termination Prior to the Conversion Completion.** Failure by the Applicant to comply with any of the requirements, terms, or conditions of this Agreement or FPL's Electric Tariff shall result in termination of this Agreement. The Applicant may terminate this Agreement at any time prior to the start of the Conversion and the CIAC paid by the Applicant will be refunded to the Applicant; provided however, that the refund of the CIAC shall be offset by any costs incurred by FPL in performing under the Agreement up to the date of termination.

10. **Assignment.** The Applicant shall not assign this Agreement without the written consent of FPL.

11. **Adoption and Recording.** This Agreement shall be adopted by the Applicant and maintained in the official records of the Applicant for the duration of the term of this Agreement. This Agreement also shall be recorded in the Official Records of the County in which the Underground Facilities are located, in the place and in the manner in which deeds are typically recorded.

12. **Conflict between Terms of Franchise Agreement.** In the event of a conflict between the terms of this Agreement and any permit or franchise agreement entered into by Applicant and FPL, the terms of this Agreement shall control.

FLORIDA POWER & LIGHT COMPANY

13. **Applicability.** This subpart applies to requests for underground facilities addressing the conversion of existing overhead facilities. In order for the Company to take action pursuant to a request for conversion:
    a. the conversion area must be at least two contiguous city blocks or 1,000 feet in length;
    b. all electric services to the real property on both sides of the existing overhead primarily lines must be part of the conversion;
    c. all other existing overhead utility facilities (e.g. telephone, CATV, etc.) must also be converted to underground facilities.

IN WITNESS WHEREOF, FPL and the Applicant have executed this Agreement on the date first set forth above.

CITY OF HOLLY HILL

Signed_____

Name _____

Title _____

Signed_____

Name _____

Title_____

Approved as to Terms and Conditions (if required by Applicant)

Signed_____

Name_____

Title _____

Approved as to Form and Legal Sufficiency (if required by Applicant)

Signed_____

Name_____

Title _____

FPL

Signed _____

Name _____

Title _____

Attachment: FPL Phase 3 Option 3 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

NOTIFICATION OF FPL FACILITIES

Customer/Agency City of Holly Hill
Date of Meeting/Contact: October, 30th, 2024
Developer/Contractor Name City of Holly Hill
Project Number/Name: City of Holly Hill-Ph 3 OH-UG Conversion
Location of Project: Ridgewood Ave – From Walker Street to Northern Limits of the City (Espanola Ave) on the West of the roadway
City: City of Holly Hill
FPL Representative: Andrea Castelblanco
Phone: 561-389-9976
Developer/Contractor Representative: Antoine Khuory
FPL Work Request #/Work Order #: 12158318

FPL calls your attention to the fact that there may be energized, high voltage electric lines, both overhead and underground, located in the area of this project. It is imperative that you visually survey the area and that you also take the necessary steps to identify all overhead and underground facilities prior to commencing construction to determine whether the construction of any proposed improvements will bring any person, tool, machinery, equipment or object closer to FPL's power lines than the OSHA-prescribed limits. If it will, you must either re-design your project to allow it to be built safely given the pre-existing power line location, or make arrangements with FPL to either deenergize and ground our facilities, or relocate them, possibly at your expense. **You must do this before allowing any construction near the power lines.** It is impossible for FPL to know or predict whether or not the contractors or subcontractors, and their employees, will operate or use cranes, digging apparatus or other mobile equipment, or handle materials or tools, in dangerous proximity to such power lines during the course of construction, and, if so, when and where. Therefore, if it becomes necessary for any contractor or subcontractor, or their employees, to operate or handle cranes, digging apparatus, draglines, mobile equipment, or any other equipment, tools or materials in such a manner that they might come closer to underground or overhead power lines than is permitted by local, state or federal regulations, you and any such contractor or subcontractor must notify FPL in writing of such planned operation prior to the commencement thereof and make all necessary arrangements with FPL in order to carry out the work in a safe manner. **Any work in the vicinity of the electric lines should be suspended until these arrangements are finalized and implemented.**

The National Electrical Safety Code ("NESC") prescribes minimum clearances that must be maintained. If you build your structure so that those clearances cannot be maintained, you may be required to compensate FPL for the relocation of our facilities to comply with those clearances. As such, you should contact FPL prior to commencing construction near pre-existing underground or overhead power lines to make sure that your proposed improvement does not impinge upon the NESC clearances.

It is your responsibility and the responsibility of your contractors and subcontractors on this project to diligently fulfill the following obligations:

1. Make absolutely certain that all persons responsible for operating or handling cranes, digging apparatus, draglines, mobile equipment or any equipment, tool, or material capable of contacting a power line, are in compliance with all applicable state and federal regulations, including but not limited to U.S. Department of Labor OSHA Regulations, while performing their work.
2. Make sure that all cranes, digging apparatus, draglines, mobile equipment, and all other equipment or materials capable of contacting a power line have attached to them any warning signs required by U.S. Department of Labor OSHA Regulations.
3. Post and maintain proper warning signs and advise all employees, new and old alike, of their obligation to keep themselves, their tools, materials and equipment away from power lines per the following OSHA minimum approach distances (refer to OSHA regulations for restrictions):

*Power Line Voltages	**Personnel and Equipment (29 CFR 1910.333 and 1926.600)	Cranes and Derricks (29 CFR 1926.1407, 1408)	Travel under or near Power Lines (on construction sites, no load) (29 CFR 1926.600 – Equipment)	(1926.1411 – Cranes and Derricks)
0 - 750 volts	10 Feet	10 Feet	4 Feet	4 Feet
751 - 50,000 volts	10 Feet	10 Feet	4 Feet	6 Feet
69,000 volts	11 Feet	15 Feet	10 Feet	10 Feet
115,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
138,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
230,000 volts	16 Feet	20 Feet	10 Feet	10 Feet
500,000 volts	25 Feet	25 Feet	16 Feet	16 Feet

*When uncertain of the voltage, maintain a distance of 20 feet for voltages up to 350,000 volts and 50 feet for voltages greater than 350,000 volts.
**For personnel approaching insulated secondary conductors less than 750 volts, avoid contact (Maintain 10 Feet to bare energized conductors less than 750 volts). For qualified personnel and insulated aerial lift equipment meeting requirements of 29 CFR 1910.333, distances may be reduced to those shown in 29 CFR 1910.333 Table S-5.

4. All excavators are required to contact the Sunshine State One Call of Florida, phone number 1-800-432-4770 or 811 a minimum of two working days (excluding weekends) in advance of commencement of excavation to ensure facilities are located accurately.
5. Conduct all locations and excavations in accordance with the Florida Statute 556 of the Underground Facilities Damage Prevention & Safety Act and all local city and county ordinances that may apply.
6. When an excavation is to take place within a tolerance zone, an excavator shall use increased caution to protect underground facilities. The protection requires hand digging, pot holing, soft digging, vacuum methods, or similar procedures to identify underground facilities.

A copy of this notification must be provided by you to each contractor and subcontractor on this project, to be shared with their supervision and employees prior to commencing work on this project.

Email
Means by which this notification was provided to customer and/or contractor

akhoury@hollyhillfl.org
Address

FPL Representative Signature

Date

Customer/Developer/Contractor Representative Signature

Date

Form 360 (Rev. 1/9/12)

Attachment: FPL Phase 3 Option 3 (2025-R-4 : FPL Overhead to Underground Phase 3 Approval)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **January 14, 2025**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Waiving the Bidding Requirements for Asphalt Repairs and Maintenance and Approving Expenditures for an Annual Amount Not to Exceed $75,000 to the Alternative Asphalt, LLC and Authorize the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2025-R-5**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill is in need of asphalt repair services to patch and resurface small areas where streets, water, sewer and stormwater repairs have required the existing pavement to be disturbed. The City has identified and used The Alternative Asphalt, LLC, for this work over the past year and have found that they are very cost effective, complete repairs in a timely manner as this contractor is located within the City of Holly Hill, and warrant the work to meet City standards.

This contractor has proven to City staff that they are very responsive for any request, stand by their workmanship through warranties and take all corrective action to reinstall or replace repaired areas. The Alternative Asphalt uses Florida Department of Transportation (FDOT) standard mixes purchased from P&S Asphalt or Halifax Asphalt plants. Both of these plants are FDOT certified.

Any of the City's repairs will be project location specific and will be charged to the appropriate funding available within repair and maintenance accounts for Streets, Stormwater, Water and Wastewater Divisions budgeted accounts.

The City's purchasing policy, Chapter 8, allows for the waivers of bids provided enumerated criteria have been met.

CHAPTER 8 – WAIVERS OF BID

The City Manager may waive purchasing policy up to $25,000, and Commission may waive the form bidding procedure over $25,000 for the following reasons. Every attempt should be made to obtain thr written quotations.

- The health, safety, or welfare of the citizens or employees is at stake.
- To get a vehicle or equipment vital to the operations of the City back into service.
- If equipment needs to be taken apart to give an estimate or price.
- For the purchase or rental of real estate when location is important.
- Emergencies and natural disasters.
- When specifications must not be made public due to covert or confidential operations of the Police Department.
- When advertising must be done in a specific publication such as a trade journal, local publicatio etc.
- To obtain materials, equipment, or services which cannot be purchased under normal bid procedures, as confirmed by the Finance Department.
- When an essential government service would be interrupted.
- When additional loss to public or private property might occur.
- When, after notice in accordance with ordinance, no bids or proposals are received.
- Otherwise as determined to be in the best interest of the City.

Staff recommend the formal waiving of the bid procedure in observance of the following criteria:

- When essential government service would be interrupted.
- When additional loss to public or private property may occur.

The not to exceed limit for FY2025 request is an amount of not to exceed $75,000.

FISCAL ANALYSIS:

Asphalt repairs are charged to the utility which contributed to the failure of the roadway. There are funds set aside in the fiscal year 2024/2025 repair and maintenance budgets within the Streets Division in account 001-4141-541-4601, Stormwater Division in account 460-3080-538-4601, Water Division in account 400-3010-533-4601 and Wastewater Division in account 400-3020- 535-4601. The annual amount of asphalt expenditures requested is in an amount not to exceed $75,000 divided evenly at $18,750 in each of the above identified general ledger accounts.

STAFF RECOMMENDATION:

Approve the waiver of the bid requirement in order to award asphalt repairs to The Alternative Asphalt, LLC in an amount not to exceed $75,000 annually and authorize the City Manager to execute the same.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

THAT THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA WAIVE THE BIDDING REQUIREMENTS FOR ASPHALT REPAIRS AND MAINTENANCE AND AWARD ANNUAL EXPENDITURES IN AN AMOUNT NOT TO EXCEED $75,000 TO THE ALTERNATIVE ASPHALT, LLC AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

Resolution No. 2025-5

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, WAIVING THE BIDDING REQUIREMENTS FOR ASPHALT REPAIRS AND MAINTENANCE AND APPROVING EXPENDITURES FOR AN ANNUAL AMOUNT NOT TO EXCEED $75,000 TO THE ALTERNATIVE ASPHALT, LLC AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, WAIVING THE BIDDING REQUIREMENTS FOR ASPHALT REPAIRS AND MAINTENANCE AND APPROVING EXPENDITURES FOR AN ANNUAL AMOUNT NOT TO EXCEED $75,000 TO THE ALTERNATIVE ASPHALT, LLC AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City anticipates the need for asphalt repair services; and

WHEREAS, the City has identified The Alternative Asphalt, LLC of Holly Hill to be very cost effective and responsive; and

WHEREAS, the City's repairs will be project location specific and will be charged to the appropriate funding available within repair and maintenance accounts for Streets, Stormwater, Water and Wastewater Divisions of the Public Works Department; and

WHEREAS, the City requests that the City Commission of Holly Hill, Florida waive the bidding requirements for asphalt repairs and maintenance and approve expenditures in an annual amount not to exceed $75,000 to The Alternative Asphalt, LLC of Holly Hill, FL.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill approve the waiver of bidding requirements for asphalt repairs and maintenance and approve annual expenditures in amount not to exceed $75,000 to The Alternative Asphalt, LLC and authorize the City Manager to execute the same.

SECTION 2. SEVERABILITY. If any section or portion of a section of this

Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of JANUARY, 2025.

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **January 14, 2025**
FROM: **Valerie Manning**
SUBJECT: **A Resolution of the City of Holly Hill, Florida, Appointing a Member to the Board of Planning and Appeals and Setting Forth the Term and Expiration Date for Said Member; and Providing for an Effective Date.**
NUMBER: **2025-R-6**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill created a Board of Planning and Appeals for the purpose of hearing and deciding appeals in reference to Development Code Administration and to make recommendations to the City Commission in regards to ordinances, variance requests, zoning issues, the land development regulations, and to perform other related duties as defined by City Code in accordance with the Comprehensive Plan.

The Planning Board conducts public hearings as necessary for the drafting, establishment, and maintenance of the Comprehensive Plan and Land Development Code.

A board member must either be a resident of the city, either permanent or seasonal, or own a business located with the city limits, which means owning a majority (i.e. more than 50 percent) of the ownership interest of the business.

The current terms of the board members will expire at the end of February 2025. However, board member Lorraine Geiger will no longer be able to continue serving due to health reasons.

John Danio has submitted a board application and desires to serve on the board and will finish out Lorraine Geiger's term and be appointed for the next two year term. John Danio's term will expire at the end of February 2027.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve and insert the appointed name into the Resolution.

COMMISSION GOAL:

N/A

MOTION:

APPROVE THE RESOLUTION APPOINTING A MEMBER TO THE BOARD OF PLANNING AND APPEALS AND SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBER.

ATTACHMENTS:

- John Danio - BOPA Application (PDF)

Resolution No. 2025-6

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING A MEMBER TO THE BOARD OF PLANNING AND APPEALS AND SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBER; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING A MEMBER TO THE BOARD OF PLANNING AND APPEALS AND SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill created a Board of Planning and Appeals for the purpose of hearing and deciding appeals in reference to Development Code Administration, and to make recommendations to the Commission in regards to variance requests, zoning issues, the land development regulations, and to perform other related duties as defined by City Code; and

WHEREAS, members of said board shall not be an elected City official or City employee; and

WHEREAS, members of said board shall either be a resident of the City or own a business within the City; and

WHEREAS, the terms of office for regular members of said board shall be two years.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission does hereby appoint the following individual to the Board of Planning and Appeals:

John Danio **Regular Member** **Term Expires February 2027**

SECTION 2. That this Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of JANUARY, 2025.

HOLLY HILL
FLORIDA

ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

- [X] Board of Planning & Appeals
- [ ] Firefighters Pension Fund Board of Trustees
- [ ] Police Pension Fund Board of Trustees

Name of Applicant: John Danio

Home Address: 11 PALMETTO DUNES CT.

Phone: 386-405-5453

E-Mail Address: SORRENTOS@CFL.RR.COM

Are you a registered voter within the City of Holly Hill? ☑ Yes ☐ No

Is your primary residence in the City of Holly Hill? ☐ Yes ☑ No If so, how long? _____

Do you own and/or manage a business or property in the City of Holly Hill? ☑ Yes ☐ No If so, how long? 37 yes

Are you employed in the City of Holly Hill? No

Business/Employer Name and Address: Sorrento Pizza Restaurant

Business Phone: 386-672-6573

Job Position / Occupation: Owner

EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates: _____

Select **ALL** areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

- [ ] Banking / Finance
- [x] Business Development
- [ ] Building / Construction
- [x] Promotion Marketing
- [ ] Real Estate / Development
- [ ] Manufacturing / Industrial
- [ ] Industrial Training
- [ ] Landscaping
- [ ] Law / Contract Administration
- [x] Operations of City Government
- [ ] Engineering
- [ ] Other

HOLLY HILL RECEIVED
JAN 08 2025
CITY CLERK DEPT.
Valerie Fleming

Attachment: John Danio - BOPA Application (2025-R-6 : Board of Planning and Appeals - Board Appointment)

How does your knowledge, skills ability or expertise pertain to the board position you are applying for?

Eight years on city commission

Additional information Civic Activities, memberships, etc. Previous City Commissioner

Why are you interested in serving on a City board? To continue my involvement with the city.

Have you attended one or more meetings of the board you are applying for? ☑ Yes ☐ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?

☑ Yes ☐ No If so, which board?

City Commission

How many years have you served on that board? 8 yrs

If this is a request for reappointment, how long have you served on this board? No

Other information you would like to provide:

PROFESSIONAL DRESS CODE POLICY

The City of Holly Hill expects board members to dress appropriately in business casual attire during all board meetings. Customers/Applicants make decisions about the quality of doing business with the City of Holly Hill and the services they receive based on their interaction with you as a board member.

Jeans, t-shirts, shirts without collars and footwear such as flip flops, sneakers, and sandals are NOT appropriate for business casual attire

I hereby acknowledge, in conjunction with the Board membership, that I understand the responsibilities and dress code policy associated with being a Board member and that I have adequate time to serve the City as a Board member. I will become familiar with and abide by the Florida Sunshine Law and I understand that all my comments as a Board member are a matter of public record. If applying for membership to a Pension Board or the Board of Planning and Appeals, I understand that I must file a *FORM 1 Statement of Financial Interest* disclosure each year and that filing late may result in a fine. My board application will be kept on file with the City Clerk for a period of two years from the date of submission.

Date: 1/8/2025 Signature:

REVISED – October 2020

Attachment: John Danio - BOPA Application (2025-R-6 : Board of Planning and Appeals - Board Appointment)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **January 14, 2025**
FROM: **Nicole Kloetz**
SUBJECT: **SECOND READING - an Ordinance of the City of Holly Hill, Florida, Creating Section 58-135 (Camping or Sleeping on Public Property Prohibited) to Comply with Florida Statute Section 125.0231 to Prohibit the Camping or Sleeping on Public Property Under Certain Terms and Conditions; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**
NUMBER: **2024-O-3080**
APPLICANT:
PLANNER:

DISCUSSION:

The Florida Legislature adopted Florida Statute Section 125.0231 which provides counties and municipalities "may not authorize or otherwise allow any person to regularly engage in public camping or sleeping on any public property, including, but not limited to, any public building or its grounds and any public right-of-way under the jurisdiction of the county or municipality, as applicable.

The City needs to amend its regulations to comply with Florida Statute Section 125.0231.

Prior to a recent U.S. Supreme Court ruling, the governing law was that it was a violation of the 8th Amendment's Cruel and Unusual Punishment Clause to enforce anti-camping regulations if the number of homeless people in a jurisdiction exceeded the "practically available" shelter beds. However, the U. S. Supreme Court recently ruled in the City of Grant Pass, Oregon v. Johnson, Et. al. that it does not violate the 8th Amendment to have a structured enforcement process against homeless individuals that starts with warnings and providing homeless with information about available homeless services in the area and then progressively increasing the penalties for continued violations to include fines, trespass warnings and ultimately arrest, even though there may not be sufficient shelter beds in the area for the homeless.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Accept and amend the current Holly Hill ordinance in place to comply with Florida Statute Section 125.0231.

COMMISSION GOAL:

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

MOTION:

APPROVING AND AMENDING THE HOLLY HILL CITY ORDINANCE TO COMPLY WITH FLORIDA STATUTE SECTION 125.0231.

HISTORY:

12/10/24	**City Commission**	**APPROVED AT 1ST READING**

Next: 01/14/25

Mayor Penny opened public participation. No one spoke.

Ordinance No. 2024-3080

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, CREATING SECTION 58-135 (CAMPING OR SLEEPING ON PUBLIC PROPERTY PROHIBITED) TO COMPLY WITH FLORIDA STATUTE SECTION 125.0231 TO PROHIBIT THE CAMPING OR SLEEPING ON PUBLIC PROPERTY UNDER CERTAIN TERMS AND CONDITIONS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, CREATING SECTION 58-135 (CAMPING OR SLEEPING ON PUBLIC PROPERTY PROHIBITED) TO COMPLY WITH FLORIDA STATUTE SECTION 125.0231 TO PROHIBIT THE CAMPING OR SLEEPING ON PUBLIC PROPERTY UNDER CERTAIN TERMS AND CONDITIONS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature adopted Florida Statute Section 125.0231 which provides counties and municipalities "may not authorize or otherwise allow any person to regularly engage in public camping or sleeping on any public property, including, but not limited to, any public building or its grounds and any public right-of-way under the jurisdiction of the county or municipality, as applicable; and

WHEREAS, the City needs to amend its regulations to comply with Florida Statute Section 125.0231; and

WHEREAS, prior to a recent U.S. Supreme Court ruling, the governing law was that it was a violation of the 8th Amendment's Cruel and Unusual Punishment Clause to enforce anti-camping regulations if the number of homeless people in a jurisdiction exceeded the "practically available" shelter beds. However, the U. S. Supreme Court recently ruled in the City of Grant Pass, Oregon v. Johnson, Et. al. that it does not violate the 8th Amendment to have a

structured enforcement process against homeless individuals that starts with warnings and providing homeless with information about available homeless services in the area and then progressively increasing the penalties for continued violations to include fines, trespass warnings and ultimately arrest, even though there may not be sufficient shelter beds in the area for the homeless.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. LEGISLATIVE FINDINGS. The City Commission of the City of Holly Hill hereby adopts the recitals set forth in the preamble to this Ordinance (WHEREAS clauses) as legislative finding.

SECTION 2. Section 58-135 (Sleeping on Public Property Prohibited) is hereby adopted to read as follows:

Section 58-135 – (Sleeping on Public Property Prohibited.)

Pursuant to Florida Statute Section 125.0231, the City does not authorize or otherwise allow any person to regularly engage in public camping or sleeping on any public property including but not limited to any public buildings, or its grounds, and any public right-of-way under the jurisdiction of the City. The City shall, when prudent in the judgment of the enforcement officer, use progressive law enforcement when enforcing this regulation starting with a warning, citation, trespass order and arrest. The City shall provide homeless people attempting to camp or sleep on any public property with information regarding available homeless services.

SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent

provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 4. That all Ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 5. That this Ordinance shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of JANUARY, 2025 for second and final reading.

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **January 14, 2025**
FROM: **Brian Walker**
SUBJECT: **FIRST READING - an Ordinance of the City of Holly Hill, Florida, Approving the First Major Amendment to the Fountainhead Mixed Use Planned Unit Development (MPUD) Development Agreement; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**
NUMBER: **2025-O-3081**
APPLICANT: **Brian Walker**
PLANNER:

INTRODUCTION:

Consider a Major Amendment and rezone to the Fountainhead Mixed Use Planned Unit Development (MPUD) located on the southwest corner of the intersection of Center Avenue and Walker Street - lots 1 and 2 of the Fountainhead plat - and more specifically known as 1200 Synergy Way aka 1200 Center Avenue. (Cobb Cole, Applicant) (Brian Walker, City Planner).

The property is zoned Mixed Use Development with a Mixed Use III future land use and is located within the CRA Redevelopment Area.

BACKGROUND:

On March 30, 2017, Fountainhead Developers, LLC, (Fountainhead) and the City entered into the Development Agreement shown in **EXHIBIT A**, and recorded in the public records of Volusia County Florida, in Book: 7894 Page 2486, for the development of certain real property as described in said Agreement. The development plan allows for a variety of uses on the site such as the applicant's corporate headquarters, medical office, fitness center, restaurant, daycare and multi-family residential units. Permitted square footages are assigned to each use. The plans also outline additional information with respect to landscaping, building styles, required parking, and location of uses.

The overall amount of commercial development permitted per the adopted 2017 Agreement, is 170,172 square feet. Since the project is to be developed in phases, the Agreement required that Phase I of the development consist at a minimum of 21,000 square feet of corporate headquarters and 7,000 square feet of academy space for a total of 28,000 square feet in Phase I.

In November of 2021, Fountainhead applied for and received approval for the minor MPUD amendment shown in **(EXHIBIT B)**. That amendment made some changes with respect to building sizes, enlarged a retention pond, increased parking and showed a future plaza area. However, there was no proposal to change the amount of square footage allocated to uses on the

property. At the time of the application for the minor MPUD amendment, the applicant had completed Phase I by developing 29,410 of square feet devoted to headquarter and academy space.

In July of 2022, Fountainhead purchased an additional 5.2 acres of property known as Lot 1 of the Fountainhead plat, from the City of Holly Hill.

The applicant is now applying for a Major MPUD Amendment. The purpose of this request is to change the allocation of uses on Lot 2 of the Fountainhead development. Currently the MPUD allocates 110,172 square feet of office space for use as Fountainhead's corporate headquarters and 16,000 square feet for medical office and clinic uses.

The major amendment seeks to reduce the corporate headquarter use to 80,000 square feet and increase the medical office and clinic use to 30,000 square feet. This amendment will also have the overall effect of reducing the projects development by 16,172 square feet.

The reason for this request is that Fountainhead is working with a company called PACE (Program of All-Inclusive Care for the Elderly) that will locate at their site and provide all-inclusive health care for adult persons including a pharmacy that will serve only those persons enrolled in their medical program. The pharmacy will not serve as a retail pharmacy for the general public.

There are no drug treatment programs involved. Service to non-elderly adults would be similar to what they would receive in a nursing home or physical rehabilitation center if they chose that path. The applicant has provided the following additional information:

PACE is a comprehensive alternative for those citizens that qualify for care in a nursing home however, they choose to remain in non-institutional housing for as long as they are able...an adult day care.

PACE 's fleet of shuttles (type 12 at full build out) pick up participants and bring them to campus, typically 1-3 times per week.

The facility is a Mon-Friday 7a-7p (or less) operation with no overnights.

The projected census is up to 600 enrolled participants with a cap of 150 on site at any one time.

At full occupancy, staff is approximately 100 full time employees.

PACE coordinates the participants comprehensive care.

The facility has very large supervised social and activity areas, a warming kitchen to bring in catered meals, a hair salon, speech/occupational/physical therapy areas, counseling rooms, 2 personal hygiene rooms, quiet rooms, a participant only dispensary, as well as a full suite of offices (administrative, home health coordinators, transportation, enrollment/ marketing, accounting/finance, reporting, case management, etc.), a clinical hub of +/- 2000sf provides

for basic medical exams/needs including referrals/appointments/transportation to outside services under the supervision of a M.D.

Since the healthcare provider will occupy more than the 16,000 square feet of space currently allocated for such a use, a Major Amendment is necessary to provide additional square footage. As the amount of square footage allocated for healthcare increases within the building, the amount available for corporate office space is being reduced.

No changes in the permitted uses are proposed with this amendment, however there is a change in the amount of square footage allocated to two uses, and an overall reduction of 16,172 square feet in the MPUDs proposed development. However, in no case shall the minimum amount of square footage required in Phase I be reduced. The minimum amount of square footage required in Phase I is 28,000.

Consistency with the Land Development Code

The proposed MPUD Major Amendment has been evaluated for compatibility with the Land Development Regulations of Holly Hill. Since a Major Amendment is a rezone, the Board of Planning and Appeals and City Commission must evaluate it to determine if it complies with Chapter 114, Section 82-372 of the Land Development Regulations. That section provides 8 points for the Board to consider in making its decision with regard to a rezone. The attachment labeled Section 82-372 contains the 8 points as well the applicant's responses.

Staff finds that the requested MPUD Major Amendment is consistent with the City's Land Development Regulations with respect to PD development.

Consistency with the Comprehensive Plan

Per Policy FLU 1.1.5, the City is compelled to review the rezone request for consistency with the uses, density, and compatibility of the Comprehensive Plan. The amendment is consistent with the assigned Mixed Use III future land use designation and all other applicable policies of the comprehensive plan.

STAFF RECOMMENDATION:

Recommend the City Commission adopt the Ordinance enacting a Major Amendment to the Mixed Use Planned Unit Development (MPUD) specifically reallocating square footages assigned for the corporate headquarters and medical uses on Lot 2 of the Fountainhead plat, located at 1200 Synergy Way, while all other provisions, conditions, and requirements of the adopted 2017 Agreement and approved minor amendment shall remain in full force and effect.

MOTION:

APPROVE THE FIRST MAJOR AMENDMENT TO THE FOUNTAINHEAD MIXED USE PLANNED UNIT DEVELOPMENT (MPUD) DEVELOPMENT AGREEMENT AS SUBMITTED BY STAFF.

ATTACHMENTS:

- Application (PDF)
- Maps and Pictures (PDF)
- Property Cards (PDF)
- Sec. 82-372 (PDF)
- Exhibit A (PDF)
- Exhibit B - First MINOR Amendment (PDF)
- Exhibit C - Amended (PDF)
- Exhibit B - First MAJOR Amendment (PDF)

Ordinance No. 2025-3081

FIRST READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE FIRST MAJOR AMENDMENT TO THE FOUNTAINHEAD MIXED USE PLANNED UNIT DEVELOPMENT (MPUD) DEVELOPMENT AGREEMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE FIRST MAJOR AMENDMENT TO THE FOUNTAINHEAD MIXED USE PLANNED UNIT DEVELOPMENT (MPUD) DEVELOPMENT AGREEMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Fountainhead Mixed Use Planned Unit Development, has proposed a Major Amendment to the BPUD on property described in **Exhibit A**, recorded in the public records of Volusia County Florida, in Book: 7894 Page 2486, for the development of certain real property as described in said Agreement, and further amended by a small scale MPUD agreement signed on November 23, 2024; and

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

WHEREAS, the City Commission, as authorized by 163.3202, Florida Statutes, has enacted and does enforce the Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

WHEREAS, the City Commission has determined that it is necessary to amend its Land Development Regulations as herein provided in order to more effectively implement its adopted comprehensive plan; and

WHEREAS, the City Commission has determined that the proposed amendment to the Land Development Regulations is consistent with its adopted comprehensive plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The City Commission of the City of Holly Hill hereby approves the First Major Amendment to Fountainhead Mixed Use Planned Unit Development, a true and correct copy attached hereto as **Exhibit B**.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 3. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 4. That this Ordinance shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of JANUARY, 2025 for first reading.

EXHIBIT "A"

Legal Description:

42-14-32 LOT 1 FOUNTAINHEAD MB 58 PG 91 PER OR 8288 PG 1366

42-14-32 LOT 2 FOUNTAINHEAD MB 58 PG 91 PER OR 7443 PG 3395

EXHIBIT "B" (SEE ATTACHED)

EXHIBIT "C" (AMENDED)

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

01/2023

REZONE/ FUTURE LAND USE AMENDMENT

Date Received:_____ Application ID:_____ Submitted By:_____

PROJECT INFORMATION:

PROJECT NAME: Fountainhead Major Amendment Rezone
PARCEL ID #(S): 4242-16-00-0020 & 4242-16-00-0010
LOCATION: 1200 Synergy Way, Holly Hill, FL 32117
EXISTING USE(S): office/vacant commercial
PROPOSED USE(S):
TOTAL ACREAGE: 14.6 +/- acres
WATER PROVIDER: SEWER PROVIDER:
PRIVATE WELL PRIVATE SEPTIC
CURRENT ZONING: MPUD PROPOSED ZONING: MPUD
CURRENT FUTURE LAND USE: Mixed Use III PROPOSED FUTURE LAND USE: Mixed Use III

APPLICANT INFORMATION:

Name: Mark A. Watts, Esq./Nika K. Hosseini, Esq. E-Mail: Delanduse@cobbcole.com
Address: 231 N. Woodland Blvd., DeLand, FL 32720 Phone: (386) 736-7700
Company: Cobb Cole Fax:

☐ Owner ☒ Agent for Owner ☒ Attorney for Owner

OWNER INFORMATION:

Name: Fountainhead Developers, LLC E-Mail:
Address: 1200 Synergy Way, Holly Hill, FL 32117 Phone:
Fax:

CONSULTANT INFORMATION:

Name: E-Mail:
Address: Phone:
Company: Fax:

Attachment: Application (2025-O-3081 : Fountainhead First Major Amendment)

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

01/2023

WHO SHOULD ALL COMMUNICATION BE DIRECTED TO?

__X__ APPLICANT _____ OWNER _____ CONSULTANT

APPLICATION TYPE(S)/FEE(S)*

LAND USE AMENDMENT

- ☐ LARGE SCALE FUTURE LAND USE AMENDMENT (>10 ACRES) $3,000.00
- ☐ SMALL SCALE FUTURE LAND USE AMENDMENT (≤10 ACRES) $2,000.00

REZONE (NON-PD)

- ☐ STRAIGHT REZONE / LDR TEXT AMENDMENT $1,400

REZONE (PD)

- ☐ PD REZONE $2,000
- ☒ MAJOR AMENDMENT TO EXISTING PD $1,250
- ☐ MINOR AMENDMENT TO EXISTING PD $400 (This does not include changes in uses items such or density but means minor changes such as layout and landscaping that do not affect the overall intent or "spirit" of the PD.

***THERE MAY BE ADDITIONAL PASS-THROUGH FEES FOR REVIEWS DONE BY REVIEWERS OUTSIDE OF THIS AGENCY. ALL FEES ARE DUE AT THE TIME OF APPLICATION SUBMITTAL.**

ATTACHMENT CHECKLIST

REQUIRED SUBMITTALS

- ☐ COPY OF PRE-APPLICATION COMMENTS. IF YOU HAVE NOT HAD A PRE-APPLICATION MEETING TO DISCUSS THIS PROJECT PLEASE CONTACT THE CITY PLANNER TO ARRANGE AN APPOINTMENT AT 386-248-9424.
- ☑ ELECTRONIC COPY OF ALL ITEMS SUBMITTED
- ☑ APPLICATION AND FEE
- ☑ PROOF THAT TAXES ARE CURRENT
- ☑ PROPERTY APPRAISER'S PROPERTY INFORMATION PRINTOUT
- ☐ OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION MAY REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☑ OWNER'S AUTHORIZATION FORM, IF APPLICABLE (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☐ 2 CURRENT SIGNED AND SEALED BOUNDARY SURVEYS
- ☑ LEGAL DESCRIPTION IN MS WORD FORMAT (EMAIL THIS TO THE CITY PLANNER)
- ☐ SCHOOL CAPACITY REVIEW – *IF PROPOSING OVER 10 RESIDENTIAL UNITS (CONTACT SCHOOL BOARD PLANNING & BUSINESS SERVICES AT 386-734-7190 FOR APPLICATION)*

Attachment: Application (2025-O-3081 : Fountainhead First Major Amendment)

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org 01/2023

- ☐ TRAFFIC IMPACT ANALYSIS FOR PROJECTS GENERATING OVER 1000 TRIPS PER DAY ACCORDING TO RATES PUBLISHED BY THE INSTITUTE OF TRANSPORTATION ENGINEERS "TRIP GENERATION MANUAL" (LATEST EDITION)
- ☑ DRAFT DEVELOPMENT ORDER IN MS WORD FORMAT (*PD REZONE ONLY – CONTACT THE CITY PLANNER)*
- ☑ PRELIMINARY DEVELOPMENT PLAN (***PD REZONE ONLY*** *- SEE CODE SEC. 114-771*)
- ☑ **REZONES ONLY**: ANSWER THE 8 QUESTIONS ATTACHED ON THE REZONING REQUIREMENTS SHEET
- ☐ **COMPREHENSIVE PLAN AMENDMENTS ONLY**: Provide a **Facility Demand Comparison.** For example, for the existing Future Land Use designation, show the demands on the city's infrastructure at the highest intensity, and for the proposed Future Land Use, show what the demands would be at the highest intensity. Show this information for the following facilities:
  - Potable Water
  - Sanitary Sewer
  - Stormwater
  - Transportation (Use current year ITE Trip Generation Rates–Provide PM Peak Hour and Avg Daily)
  - Solid Waste Collection
  - School (Residential Only)
- ☐ **COMPREHENSIVE PLAN AMENDMENTS ONLY**: Provide a **Demonstration of Capacity**: Show that there is capacity and ability to meet increased demands on facilities. The city's public works department can assist in providing information regarding potable water, sanitary sewer and solid waste.

Applicant's Signature: Nika K Hosseini *(Signature)* 7/26/2024 *(Date)*

Nika Hosseini *(Print)*

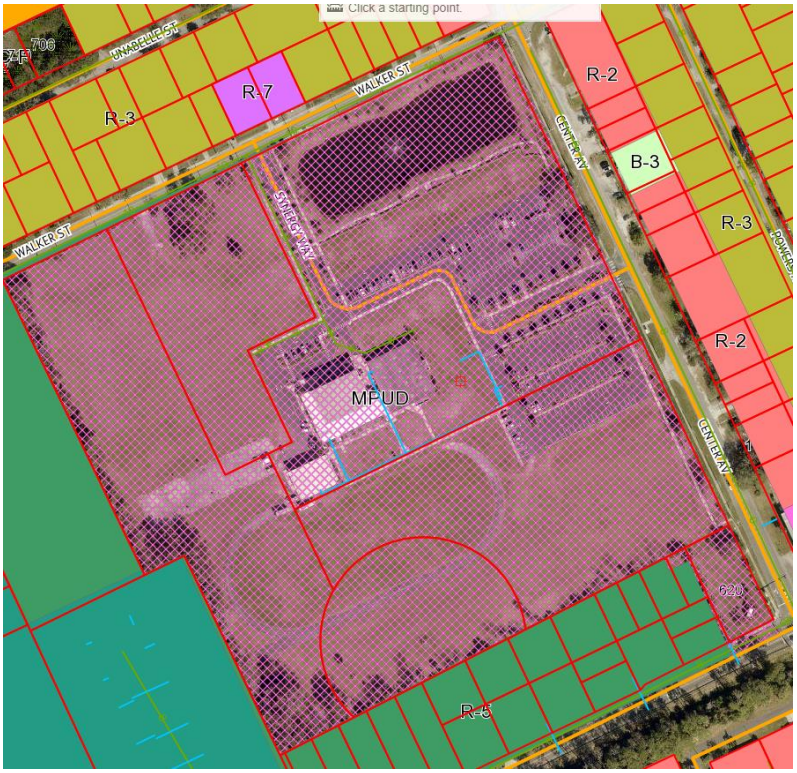
Applications must be complete to initiate the review process. For questions please contact the City Planner at (386) 248-9424, fax (386) 248-9498 or email at bwalker@hollyhillfl.org

Attachment: Application (2025-O-3081 : Fountainhead First Major Amendment)

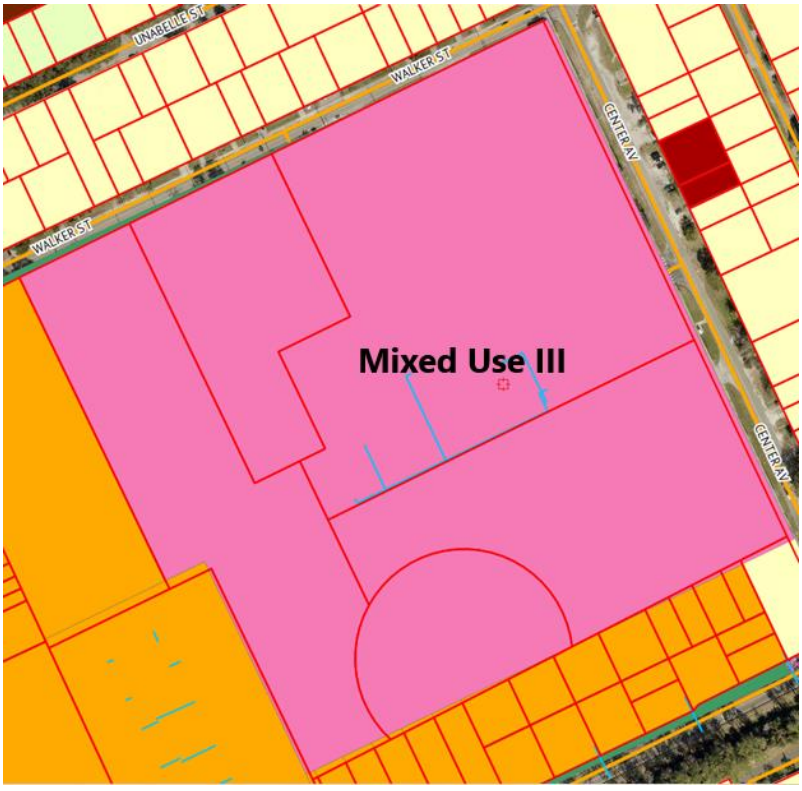
AERIALS

Attachment: Maps and Pictures (2025-O-3081 : Fountainhead First Major Amendment)

MPUD ZONING



MIXED USE lll FUTURE LAND USE



Attachment: Maps and Pictures (2025-O-3081 : Fountainhead First Major Amendment)

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 7944103 **Parcel ID: 424216000020**
FOUNTAINHEAD DEVELOPERS LLC **1200 SYNERGY WAY, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	7944103
Parcel ID:	424216000020
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	16 - 00 - 0020
Owner(s):	FOUNTAINHEAD DEVELOPERS LLC - FS - Fee Simple - 100%
Mailing Address On File:	1200 SYNERGY WY HOLLY HILL FL 32117
Physical Address:	1200 SYNERGY WAY, HOLLY HILL 32117
Property Use:	1700 - OFFICE 1 STORY
Tax District:	203-HOLLY HILL
2023 Final Millage Rate:	18.223
Neighborhood:	7252
Subdivision Name:	FOUNTAINHEAD
Homestead Property:	No

Attachment: Property Cards (2025-O-3081 : Fountainhead First Major Amendment)

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 7944090 **Parcel ID: 424216000010**
FOUNTAINHEAD DEVELOPERS LLC **CENTER AVE, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	7944090
Parcel ID:	424216000010
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	16 - 00 - 0010
Owner(s):	FOUNTAINHEAD DEVELOPERS LLC - FS - Fee Simple - 100%
Mailing Address On File:	1200 SYNERGY WAY HOLLY HILL FL 32117
Physical Address:	CENTER AVE, HOLLY HILL 32117
Property Use:	1000 - VACANT COMM
Tax District:	203-HOLLY HILL
2023 Final Millage Rate:	18.223
Neighborhood:	7252
Subdivision Name:	FOUNTAINHEAD
Homestead Property:	No

Attachment: Property Cards (2025-O-3081 : Fountainhead First Major Amendment)

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

01/2023

REZONING REQUIREMENTS

The following items must be completed in sufficient detail to allow the City to determine if the application complies with the City Code Chapter 114 and Section 82-372.

1. Is it consistent with all adopted elements of the comprehensive plan? ☑YES ☐NO Explain.

Yes, it is an amendment to an existing development agreement that does not run contrary to the comp. plan.

2. What is its impact upon the environment or natural resources? ☐YES ☐NO Explain.

None. It is an existing site and this is an amendment to an existing development agreement.

3. What is its impact upon the economy of any affected area? ☐YES ☐NO Explain.

This amendment would allow for two large companies to come into the area and provide additional jobs.

4. What is its impact upon any existing necessary governmental services such as schools, sewage disposal, solid waste or transportation systems? ☐YES ☒NO Explain.

It's an amendment to an existing development agreement. It will not have any additional impact that the existing development agreement does not have.

5. Are there any changes in circumstances or conditions affecting the area.?

Explain:

☐YES ☑NO

Attachment: Sec. 82-372 (2025-O-3081 : Fountainhead First Major Amendment)

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

01/2023

6. Are there any mistakes in the original classification? ☐YES ☑NO Explain.
No. This is an amendment to an existing PD to allow additional uses.

7. What is its effect upon the use or value of the affected area? ☐YES ☐NO Explain.
It will bring in additional businesses which should help the economic value of the area.

8. What is its impact upon the public health, welfare, safety or morals? ☐YES ☐NO Explain.
The amendment to the PD provides for medical uses to be allowed on the property which is beneficial to the area.

Nika Hosseini
Print Applicant Name

Applicant Signature

Print Applicant Name

Applicant Signature

7/26/2024
Date

Date

Attachment: Sec. 82-372 (2025-O-3081 : Fountainhead First Major Amendment)

FOUNTAINHEAD

MIXED USE PLANNED UNIT DEVELOPMENT (MPUD)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "AGREEMENT") is made and entered into this 30 day of March 2017, by and between Fountainhead Developers, LLC a Florida limited liability company, whose mailing address is 1410 LPGA Boulevard, Daytona Beach, Florida 32117, (hereinafter referred to as "CONTRACT PURCHASER" or "DEVELOPER"), on behalf of the City of Holly Hill; the City of Holly Hill Community Redevelopment Agency and the City of Holly Hill, a municipal corporation of the State of Florida, (hereinafter collectively referred to as "OWNER" or "CITY"), whose mailing address is 1065 Ridgewood Avenue, Holly Hill, Florida 32117.

WITNESSETH:

WHEREAS, OWNER is fee simple title holder of the property north of LPGA Boulevard and west of Center Street otherwise known as the "1200 Center Avenue Property" within the City of Holly Hill, and more particularly described in Exhibit "A-1" as "Parcel A", attached hereto and made a part hereof; and

WHEREAS, DEVELOPER is fee simple title holder of the property located at the northwest corner of LPGA Boulevard and Center Avenue, directly south of the southeastern corner of Parcel A and more particularly described in Exhibit "A-2" as "Parcel B", attached hereto and made a part hereof; and

WHEREAS, collectively, Parcel A and Parcel B are referred to herein as the PROPERTY; and

WHEREAS, the PROPERTY lies within the CITY's community redevelopment district, and OWNER and DEVELOPER are desirous of seeing this centrally located property redeveloped in a manner that will rejuvenate the area by encouraging commercial and compatible mixed use growth so as to eliminate blight, increase tax base, create jobs and achieve the purposes of the community redevelopment district; and

WHEREAS, DEVELOPER has proposed a Mixed Use Development plan for the PROPERTY and said plan incorporates those elements of development the OWNER desires on the PROPERTY, which includes job creation, an increased tax base and the general provision for the redevelopment of the PROPERTY in a manner sought by OWNER. OWNER has authorized DEVELOPER to submit this plan, on its behalf, as an application to the CITY for a Mixed Use Planned Unit Development (MPUD) rezoning to govern the use of the PROPERTY, and

WHEREAS, DEVELOPER has a contract to purchase a portion of the PROPERTY based upon rezoning the PROPERTY to Mixed Use Planned Unit Development (MPUD); and

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

CERTIFIED TRUE AND ORIGINAL COPY

WHEREAS upon the purchase of a portion of the PROPERTY, DEVELOPER shall assume the duties, obligations, benefits and entitlements granted herein of OWNER as set out in this AGREEMENT; and

WHEREAS, it is the desire of the CITY to encourage this redevelopment of the PROPERTY so as to prevent and discourage urban sprawl, create jobs, promote compatible, consistent and effective usage of land and add to the tax base within the CITY and to implement the CITY's comprehensive plan; and

WHEREAS, the City Commission seeks to implement the Community Redevelopment Area (CRA) Master Plan by focusing on the best utilization of vacant properties and blighted properties in the city, to encourage private investment and business retention; and

WHEREAS, the provision of access to utility areas (wellfield) and facilities within the wellfield protection area provides a common benefit to the residents of Holly Hill; and

WHEREAS, Section 114-771(4)b. of the Holly Hill Land Development Regulations (hereinafter the "LDRs") requires a written development agreement between the DEVELOPER and the CITY as a part of the rezoning to MPUD process; and

WHEREAS, the proposed Master Development Plan (MDP), including the MPUD Development Agreement, is consistent with the City of Holly Hill CRA Redevelopment Plan, the City of Holly Hill Comprehensive Plan, the City of Holly Hill Land Development Regulations and the Florida Community Redevelopment Act, as contained in F. S. Chapter 163, Part III; and

WHEREAS, the CITY and the DEVELOPER desire to enter into this MDP to provide the terms and conditions upon which the PROPERTY can be developed in accordance with Exhibit "B", attached hereto and made a part hereof.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Recitations. The recitations set forth above are true and correct and are incorporated herein by reference.

2. Master Development Plan. The PROPERTY shall be rezoned and entitled to be developed as a MPUD in accordance with the Master Development Plan, which consists of this AGREEMENT, all exhibits thereto, and adopting Ordinance 2991 The MDP shall govern the development of the property as an MPUD and shall regulate the use of this PROPERTY. This development is subject to all provisions of the City of Holly Hill Land Development Regulations (LDRs) as of the date of the submittal of application for permit or development approval, unless specifically provided otherwise by the MDP. With the approval of this rezoning, the development of the PROPERTY shall be determined to be consistent and comply with the City of Holly Hill Comprehensive Plan. The following summarizes the development that is approved for the PROPERTY:

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

A. Corporate Headquarters: 110,172 square feet
B. Medical Office/Clinic: 16,000 square feet
C. Office : 30,000 square feet
   a. Financial Institution may be included within the office area as provided for below.
D. Fitness Center: 4,000 square feet
E. Child Day Care: 6,000 square feet
F. Specialty Food/Restaurant 4,000 square feet
G. Multi-family Dwelling Units 88 dwelling units

3. **Joinder and Consent.** DEVELOPER AND OWNER shall provide to the CITY a joinder and consent in lieu of unity of title agreement in order to assure unified control of the PROPERTY. DEVELOPER shall establish a property owners association (POA) in accordance with the terms of this MDP. The POA documents shall be submitted and approved by the CITY concurrently with the first subdivision of the PROPERTY.

4. **Controlling Documents.** The development of the PROPERTY shall be in accordance with this MDP, subject to amendments approved as outlined in Paragraph 5 below. This MDP shall control the planning, design and construction of the PROPERTY, and the LDRs shall control items and requirements not otherwise addressed by this MDP.

5. **Amendments.** Amendments to the MDP shall be subject to the requirements of Section 114-771(g)(4) of the City of Holly Hill Land Development Regulations, which states that minor amendments to the preliminary plan not violating any terms of the written development agreement and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator after such departmental comment as he deems appropriate. Major amendments will require full review and shall include relocation of uses on the site, except as permitted by the MDP, changes to building styles, changes to landscaping requirements, etc. Minor changes shall be limited to items such as small adjustments to building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. Minor amendments to the preliminary plan not violating any terms of the MDP and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator. Decisions as to whether modifications are Major or Minor shall be at the sole discretion of the Development Code Administrator. All amendments not qualifying as a minor amendment shall be deemed a major amendment which shall be reviewed and approved with a rezoning ordinance with review and recommendation by the Board of Planning and Appeals and two readings before the City Commission.

6. **Phasing of Development.** The PROPERTY may be developed in multiple phases as individual parcels, as shown on the MDP. However, at a minimum, the following improvements must be included as part of Phase 1 as also illustrated in Exhibit "C":

A. Synergy Billing Headquarters (2 Buildings, totaling 21,000 square feet)
B. Synergy Academy (7,000 square feet)
C. 25 ft landscaped perimeter buffer along Center Avenue.
D. 10 ft perimeter buffer along Walker Street, running from the intersection of Walker Street and Center Avenue to the main entrance to the Property on Walker Street.

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

E. Water retention ponds, as required by the St. Johns River Water Management District, as depicted in Exhibit "C". Landscaping of said ponds shall be as provided herein.
F. Parking to support the Phase 1 buildings, with future parking area to be sodded until improved.
G. Primary entrances to Walker Street and Center Avenue as depicted on Exhibit "C".

Thereafter, DEVELOPER may develop the remaining parcels in any particular order. The parcel alignment shown on the MDP, shown on Exhibit "B", reflects parcels that will be incorporated into a final plat. The DEVELOPER shall process a final plat within sixty (60) days of the approval of the MPUD rezoning.

As individual parcels are brought forward for development under a final site plan, DEVELOPER shall ensure that development of the individual parcels includes the extension of utility stubs to parcel lines, storm water sufficient to handle the impervious surface of said parcel, and access and connectivity to adjacent parcels. The Development Code Administrator shall approve the development and development order of any particular parcel subject to the determination that:

A. The individual parcels are fully supported by the required access, infrastructure and utilities;
B. The specific parcel of the project can operate independently of other surrounding parcels; and
C. The development of an individual parcel has been planned to provide sufficient size and location of utilities and infrastructure to support the proposed use on the site and the subsequent phases of the project (oversizing for future use).
D. The parcel's development furthers the plan for an interconnected campus.

7. Permitted Uses. Each of the parcels comprising the PROPERTY may be developed as follows:

A. Corporate Headquarters: 110,172 square feet
   a. Administrative offices and corporate offices
   b. Training centers/private meeting centers/assembly areas
   c. Vocational Academy***
B. Professional Services/Medical Office/Clinic: 16,000 square feet
   a. Laboratories: biological, optical, medical, dental and X-ray, but not including research and development laboratories related to the manufacturing of drugs for distribution and sale, and not including blood banks.
C. Professional Service/Office: 30,000 square feet
   a. A Financial Institution may be located on Parcel 2 or Parcel 3 If drive-thru service is to be provided, an update to the TIA shall be required.
D. Fitness Center: 4,000 square feet
E. Child Day Care: 6,000 square feet
   a. Child day care centers in accordance with the requirements set out in Section 114-667 (2)-(6) of the Holly Hill LDR's.**
F. Specialty Food/Restaurant 4,000 square feet
G. Multi-family Dwelling Units* 88 dwelling units
H. Park, public meeting area, public open space and governmental uses.

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

A.

*Multi-family dwelling units shall only be located within parcel 4. However, nothing contained herein shall preclude the use of parcel 4 for non-residential use.
**Specific provisions authorizing an accessory daycare playground within a side yard are provided in the accessory uses below.
*** The vocational academy refers to the proposed Synergy Career Academy, a non-profit vocational school seeking licensure from the Commission for Independent Education, which has authority under the Florida Department of Education. In general, the use refers to the definition of "School" as found in Florida Statutes Section 1005.02(16)(a-d)(2016).

It is expressly recognized by all parties that the intent of this MDP is to have the uses provided for herein, including the Fitness Center, Child Dare Care, Specialty Food/Restaurant open to the service of the public rather than limiting said uses to just employees working within the Property.

It is expressly recognized by all parties that construction on Wing North and Wing South, as depicted on Exhibit "B", may occur on a floor by floor basis. Specifically, and pursuant to all relevant local, state and federal building codes as applicable, the exterior frame of the wing buildings may be constructed and Developer may secure C.O. on a floor by floor basis, so long as unfinished floors are properly secured from access.

8. **Accessory Uses.** Each of the parcels comprising the PROPERTY as shown on the MDP may include the following uses so long as the accessory use is located within the same parcel as the intended primary use of the tract being a permitted use listed previously. Notwithstanding the previous statement, these uses may be permitted on Parcel 1 so long as the Synergy Headquarters building has been constructed on Parcel 2.

A. Prescription pharmacies that are accessory to and within medical clinics (drive-thru prohibited).
B. Essential utility services, including offsite stormwater retention and structures
C. Daycare Playground, located within a side yard and accessory to an inline child daycare center.
D. Other uses customarily accessory and incidental to the principal use as determined by the Development Code Administrator.

9. **Dimensional and Building Design Standards.** The following summarize the dimensional standards applicable to all development occurring within this MPUD.

A. Area width and depth as shown on the Fountainhead Master Development Plan attached hereto and incorporated herein as Exhibit "B".

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

B. Required yards:
   i. All yards abutting other parcels or interior roads or other interior elements 15 ft.
   ii. All yards abutting any boundary of the Property 20 ft.
C. Maximum building height: 45 ft.
   Measured from center line of closest City street.
   Parapets, chases and architectural elements may be added up to an additional ten feet (10')
D. Maximum Floor Area Ratio (FAR) 0.35* for Parcels 1,2,3
   (*Parcel 4, if developed for multi-family residential, shall not be included in FAR calculations. If parcel 4 is developed for non-residential use, then A-E apply.)
E. Parcel 4 Maximum Building Length 200 ft.

10. **Building Design Standards Applicable to All Tracts**

A. The Fountainhead MPUD shall be developed in a coordinated and compatible manner to ensure visual harmony and provide for a high-quality multi-use development throughout the PROPERTY.
B. Building architecture, landscaping, hardscape and signage shall be coordinated to ensure the PROPERTY and individual developments within maintain consistency.
C. Accessory structures shall be designed to be compatible with the primary structure on the parcel. Compatibility shall mean use of common features, colors and material.
D. Site design guidelines: All parcels shall be compatible with the landscaping, lighting and hardscape features established for the initial phase of development to ensure that all landscape buffers are consistent in appearance. Parking lot islands and common areas shall utilize a similar palette of plant material so that there is consistency and compatibility. Where feasible, stormwater ponds shall be integrated into the site to provide for open space elements, such as decks and observation areas.
E. Building design standards: Buildings within the Fountainhead MPUD on the PROPERTY shall comply with "Contemporary Architecture." For the purposes of this MDP, "Contemporary Architecture" shall include the following elements:
   i. Each facade shall focus on horizontal elements with clean, simple lines that define the base, body, and cap of a building structure.
   ii. Design shall emphasize the use of the "grid" with contrasting materials. The design shall focus on the rectangular form with curved corners and other rounded features.
   iii. Exterior walls shall be smooth and constructed of stucco, finished

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

stone, finished metal or glass.

iv. Buildings shall have flat roof systems with a parapet that screens roof-mounted equipment.

v. Windows may be "ribbon" windows.

vi. Vertical shifts and cantilevered projections shall be included to avoid extensive, flat building lines. There shall be a relief to massing of any building such that a minimum of 20% of the building frontage shall have relief or other movement of 3-feet or more, as measured from the leading edge of the primary building.

vii. Aluminum or stainless steel banding or detailing may be included with glass walls to provide relief and contrast.

viii. Pre-fabricated metal buildings with painted walls shall be prohibited since they are not consistent with contemporary architecture as established in this MDP.

ix. Lighting fixtures shall be simple and lack fenestration or ornamentation, consistent with the overall project design. The initial phase of development shall set forth the common site elements to include but not limited to lighting, benches, signage design etc., to be used throughout the MPUD.

x. Buildings shall have a maximum of four different colors as long as they create the graphic relief intended for the geometry of the building.

xi. For those multi-family structures located on parcel 4, eaves, roof extensions, patios, balconies, stairwells, sidewalks and associated extensions may extend no more than ten feet (10 ') into any yard.

xii. Notwithstanding any of the above statement to the contrary, all parties recognize that, as to any residential development on the Property, the Contemporary Architecture standard is meant to inform the design of the structures. However, the parties recognize that said standards were designed with commercial buildings in mind and that the design elements are to be worked into the design of any residential structures, but that certain elements, such as glass walls and the like may not be feasible for a residential use. Review of the architectural elevations of any residential structure will be pursuant to the process described in Section H below.

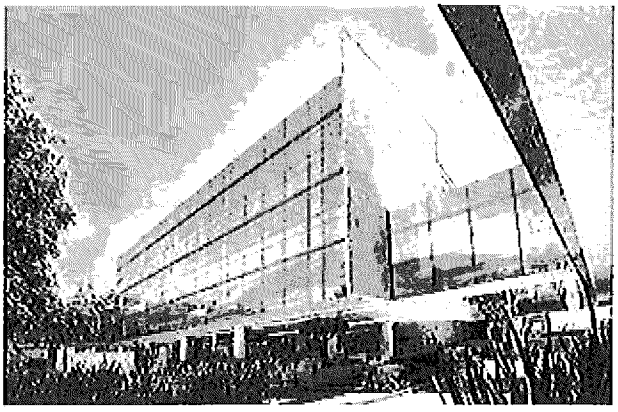
F. The following photographs show buildings that reflect the "contemporary" architecture proposed for the project. These are provided for demonstration purposes and do not reflect the actual design of the buildings to be constructed on the Fountainhead PUD property.

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

ORIGINAL

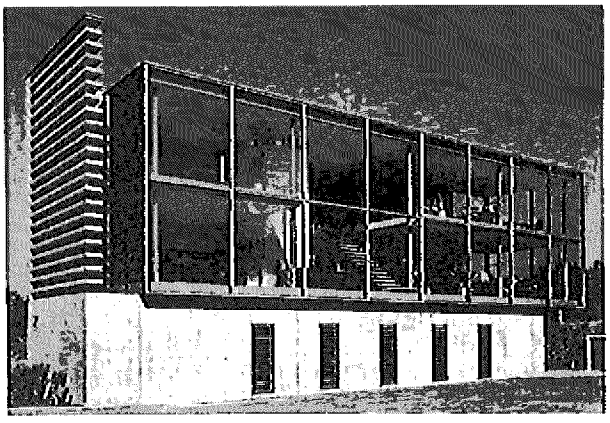
Examples of the following elements:

1. Flat roof;
2. Exterior walls and building reflects a grid system; and
3. The use of "ribbon" windows.



Examples of the following elements:

1. Rectangular shapes in non-symmetrical alignment;
2. Exterior walls and building reflects a grid system;
3. Rectangular shapes, cantilevered elements;
4. Smooth exterior surfaces; and
5. Metal detailing.



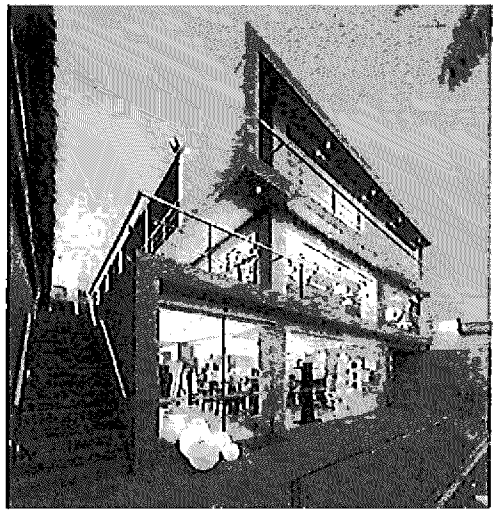
Examples of the following elements:

1. Flat roof, Exterior walls and building reflects a grid system;
2. Glass used for exterior wall; and
3. Vertical and horizontal relief.

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

Examples of the following elements:

1. Building emphasizes rectangular shapes;
2. Glass used for exterior wall;
3. Vertical and horizontal relief via cantilevered elements



G. The Development Code Administrator shall review the following items in assessing the proposed design of projects within the MPUD:

i. Setbacks and relationship to adjoining structures.
ii. Scale in relationship to building and adjoining structures.
iii. Scale: height in relationship to adjoining structures.
iv. Wall facade treatments and window patterns.
v. Front facade, exterior elements, detailing, color, and wall surface structures.
vi. Buildings facing pedestrian areas should be at least 5'-0" from walkways with a landscape buffer, as a general rule.
vii. Utility and mechanical locations and screenings of such.
viii. Doors and storefronts must reflect the "contemporary" architectural style.
ix. Outdoor seating and landscape areas will be required, as well as dumpster locations. The use of wood or chain link will not be permitted.
x. All submittals will require building floor plans, exterior elevations (4) sides and a color elevation showing the architectural "contemporary" style.

H. To ensure the consistency described above, this MDP provides for an additional step in the review process to address the elevations of the buildings to be constructed on the Property. The process shall be as follows:

a. Elevations for the Corporate Headquarters Building, which shall be the first building permitted under this MDP, are attached hereto and incorporated herein as Exhibit "G". With the approval of this MDP, the elevations for said building shall be approved and the following paragraph shall not apply for said building.

b. If elevations for the Corporate Headquarters Building have not been submitted as part of the approval of this MDP or as final renderings for subsequent buildings are not available at the time of the MDP adoption, the standard site plan approval process shall now require that the architectural elevations for any building constructed on the Property, other than the

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

structural elevations approved by this MDP, shall be brought before the Holly Hill City Commission for review and approval. Said review shall be limited to determining whether the proposed elevations are consistent with the existing structures on the Property and with the architectural style elements and building design standards provided for herein. It is the intent of all parties to this MDP to allow for some distinction and deviation between the buildings on the Property provided that they meet the design criteria provided above.

11. Landscaping and Related Standards.

A. Landscaping.

i. Landscaping shall be consistent throughout all parcels contained within the PROPERTY to provide the sense of a unified campus development.

ii. Specific landscape plans shall be provided through the site plan process for each parcel contained within the PROPERTY.

iii. For each parcel, the following minimum landscape requirements shall apply:

a. Project Perimeter

i. The MDP provides for a landscape perimeter buffer along Center Avenue of 25 feet. The minimum landscaping required for these areas shall be as provided on Page 1 and Page 6 of the Landscape Plan prepared by Zev Cohen and Associates, attached hereto and incorporated herein as Exhibit "D". Sidewalks may be included/incorporated into this buffer provided that the presence of said sidewalk does not impact the density or variety of vegetation to be contained within the buffer.

ii. This MDP provides for a landscape perimeter buffer of 10 feet along Walker Street. The minimum landscaping required for these areas shall be as provided on Page 2 and Page 6 of the Landscape Plan, attached hereto and incorporated herein as Exhibit "D". Additionally, as stormwater retention ponds are constructed in the areas adjacent to Walker Street, landscaping, as provided for on Page 5 and Page 6 of the Landscape Plan, attached hereto and incorporated herein as Exhibit "D", shall be incorporated into the design of the ponds. It is the express intent of all parties that the landscaping for the pond in Parcel 3 be consistent with and otherwise mirror the landscaping for the pond in Parcel 2. Please note that additional landscaping along Walker Street shall be provided for Parcel 4, as described immediately below.

iii. Parcel 4 – The western boundary of Parcel 4, as illustrated on the MDP, provides for a 10 foot landscape perimeter buffer. The minimum landscaping required for these areas shall be in plant quantities and types with the

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

standards set forth for Parcels 1 -3 and as illustrated in Exhibit "D". As Parcel 4's northern perimeter buffer along Walker Street will not be supplemented by the presence of a retention pond in Parcel 4, the northern perimeter buffer along Walker Street for Parcel 4 shall be 25 feet.

iv. Southern Boundary – The southernmost boundary of the PROPERTY is encompassed by a 15 foot access easement servicing Well Tract, running from the Well Tract to Center Avenue. If alternative access to the Well Tract is provided, to the satisfaction of the City, then the existing 15 foot access easement area may be landscaped and shall satisfy the landscaping requirements for the southern boundary. In the event that said easement is vacated or alternative access can be provided, the buffer standards provided by the Land Development Regulations to provide for a vegetative opacity no less than 80% It is explicitly recognized that notwithstanding the ability to provide alternate means to access the Well Tract, a pipeline is and shall continue to be located within the 15 foot access easement. Landscaping shall be provided to avoid conflict with said piping and in the event that the piping must be disturbed by the City, the landscaping shall be restored to its prior condition by the DEVELOPER. If no alternative access to the Well Tract can be provided and the City requires the continued use of the 15 foot access easement, the landscaping required for the southern boundary shall be provided to the north of the 15 foot access easement. Landscaping along the southern boundary shall not be required until such time as development on Parcel 1 begins. The minimum landscaping required for the southern buffer shall be consistent in plant quantities and types with the standards set forth and illustrated in Exhibit "D".

v. Retention Ponds – The retention ponds are to be designed as functional, but featured amenities for the PROPERTY. DEVELOPER shall supplement the design of the surface water tracts with plantings so long as they do not interfere with the function of the stormwater facilities and are compliant with St Johns River Water Management District. A typical for the treatment of the stormwater facilities can be found on Page 5 of the Landscape Plan, attached hereto as Exhibit "D".

b. Parking and Drive Aisles: Exhibit "B" provides for parking and drive aisles servicing all portions of the PROPERTY. This MDP shall permit a maximum parking space run of 13 spaces before a

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

landscape island is required. Plantings within the parking lots shall be as depicted as provided on Page 5 of the Landscape Plan, attached hereto and incorporated herein as Exhibit "D".

c. Building Landscaping: To comply with and accentuate the architectural themes of the structures to be built on the PROPERTY, the minimum landscaping for building frontages within the PROPERTY shall be as provided on Page 5 of the Landscape Plan, attached hereto and incorporated herein as Exhibit "D".

d. OWNER shall provide DEVELOPER with reclaimed water at a rate of $200 per month which shall be automatically adjusted annually in the same manner as other utility rates .

B. Sidewalks.

i. Sidewalks shall be provided on both sides of all roads and private access drives leading into the PROPERTY from Walker Street and Center Avenue. No sidewalks shall be provided along the access easement to the Well Tract. Sidewalks shall comply with City of Holly Hill design standards.

ii. Sidewalks shall be provided to internal connection between the various uses and parcels. Determination of location, size and design of the pedestrian walkways shall be addressed with the site plans for the individual parcels. To the extent permitted by the St Johns River Water Management District, DEVELOPER shall incorporate walking paths and similar amenities into the Surface Water Tracts depicted on the MDP.

C. Bus Stops. DEVELOPER shall provide two covered bus stops serving the PROPERTY, one located on Walker Street and one located on Center Avenue. The exact locations and designs of the shelters shall be coordinated with Votran and the CITY.

D. Bicycle racks shall be provided at entrances to primary structures for both patrons, residents and employees.

12. Ingress and Egress to the PROPERTY. Public access to the PROPERTY shall be limited to points along Walker Street and Center Avenue in accordance with the requirements contained in Chapter 90, Article III, Division 2, Subdivision IV of the LDC and as depicted in this MDP. The locations of these access points are provided in Exhibit "B". A typical of the landscaping for the primary access points on Walker Street and Center Avenue is found on Page 3 of the Landscape Plan, attached hereto as Exhibit "D". An access/maintenance easement, fifteen feet (15') wide and as depicted generally on the MDP, shall provide CITY with access to its water line and the Well Tract from Center Avenue unless alternative access can be provided as described herein. All property owners within the PROPERTY shall have the right to utilize any of the access easements abutting their parcel.

13. Projected Traffic Impacts and Improvements. The following traffic improvements and requirements are based on the Traffic Impact Assessment (TIA) dated June 2016; the follow up report dated January 3, 2017 (Attached as Exhibit "E"); and subsequent memoranda produced

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

by City staff.

A. The DEVELOPER shall provide a fully updated TIA meeting the current MPO standards prior to initiating site plan approval for the first phase of development as described in Exhibit "C".
B. The DEVELOPER shall design and install a left turn lane from Center Avenue with the construction of any principal buildings on Parcels 1, 2 or 3 beyond the initial 80,000 square feet of rehabilitation and new construction. This equates to 247 AM peak entering trips.
C. The DEVELOPER shall pay its proportionate share of off-site traffic improvements where the need for the improvement has been linked to the project.
D. Should a future TIA, done for subsequent site plan review, determine that a turn lane is required on Walker Street, the DEVELOPER shall construct the turn lane. DEVELOPER shall be entitled to recover a proportionate share of the cost from other contributing projects as these projects are reviewed by the City for transportation concurrency.
E. The DEVELOPER shall be required to comply with any County impact fee requirements and proportionate share requirements as part of the City's transportation concurrency approval.

14. **Projected Utility (Potable Water, Sanitary Sewer and Stormwater Management) Impacts and Improvements.**

A. All proposed improvements shall be required to connect to existing potable water and sanitary sewer facilities owned and maintained by the City of Holly Hill. All designs and construction of utility connections shall comply with Chapter 90, Article III, Division 4 of the LDC.
B. All Stormwater management facilities shall comply with the requirements of the CITY and the St. Johns River Water Management District.
C. As stated herein in Section 17 of this MDP and as provided in the separate Redevelopment Incentive Agreement, DEVELOPER shall receive those certain impact fee credits, including those for potable water and sanitary sewer impacts, based on the prior use of the PROPERTY (Holly Hill Middle School) and said credits shall be utilized in determining impact fees and other connection fees as specified in said Redevelopment Incentive Agreement.
D. In accordance with Section 90-205 of the LDC, utility lines for electricity (except primary transmission lines), telephone, gas and television communications shall be installed underground in locations approved by the city engineer unless otherwise approved by the City Commission.
E. Water usage by the multi-family uses contemplated for parcel 4 as depicted on the MDP shall be measured by a master meter.

15. **On-site Parking/Development Criteria.** The on-site parking shall comply with the requirements of the LDR's with the following exceptions:

A. Parking for all permitted uses, including accessory uses but excluding multi-family dwellings, shall be provided at a rate of 4 parking spaces per 1,000 square feet of gross building area. Reductions may be allowed for parking management strategies that include, but are not limited to shared-parking agreements, shift-related parking plans, off-site parking opportunities and credits for transit,

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

pedestrian, bicycle and on-site residential development.

B. Parking for multi-family dwellings shall be calculated at 1.5 spaces per 1-bedroom unit and 2 spaces for each unit with 2 or more bedrooms.

C. Parking for Synergy Academy: Notwithstanding the provisions found above, parking for the Synergy Academy use shall be based upon the parking requirements for Private College/Post High School uses. 1 space shall be provided for every employee of the Academy use, and 1 space for every 3 students during the hours of maximum operation shall be provided.

16. Signage. Signage shall comply with the regulations contained in Chapter 110 of the CITY's LDC with the following exceptions:

A. There shall be five (5) project identification signs to be located on Walker Street (2), Center Avenue (2) and the intersection of LPGA Boulevard and Center Avenue (1) as generally depicted in the MDP (as either "Entrance Sign" or "Entrance Feature"). The project identification signs shall each be limited to a maximum of forty-eight (48) square feet of copy area per face. Copy area shall mean the area of the sign with wording and logos, and shall not include the physical structure supporting the sign. The maximum height of the project identification sign shall be ten (10) feet as measured from the centerline of the adjoining street. Project identification signs shall be located so that there are no sight visibility issues at intersections or other points of heavy vehicular traffic. Project identification signs may be a single, double-faced sign or two, single-faced signs. Project signs shall be monument style ground signs and shall include the name of the MPUD ("Fountainhead" or other project name acceptable to the DEVELOPER and OWNER).

B. Building identification signs shall be allowed on all buildings. Maximum building sign area shall be equal to the area of 20% of the building height multiplied by 40% of the building width of the side of the building where the sign will be placed. The building sign may be placed anywhere on the building, except that no sign shall exceed or protrude over any roof line.

C. Directory signs up to a maximum area of thirty-two (32) square feet of copy area shall be allowed at one access point from Walker Street and two access points from Center Avenue. Directory signs shall not exceed eight (8) feet in height. Directory signage shall be designed to accommodate individual business locations and shall be accessible to all properties within the project.

D. No exposed neon or lighting shall be allowed within any sign on the PROPERTY.

E. Final designs shall be provided with site plan applications and shall comply with the dimensional requirements listed above and shall be consistent with the standards for "Contemporary Architecture" listed in Section 10 of this MDP.

F. There shall be (1) identification sign into Parcel 4, the proposed location for the Multi-Family use. This sign shall not include tenant identification.

17. Vesting; Development Rights and Impact Fees.

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

A. Development Rights for the PROPERTY – The intent of this MDP is to define the applicable condition for the development of the PROPERTY. As stated herein, where the MDP are silent, the LDR provisions in effect as of the submittal of application for permit or development approval shall control.

B. For purposes of all concurrency and impact fee determinations, credit for all of the pre-existing impacts of the middle school formerly on the PROPERTY, including but not limited to police protection, fire protection, water, sewer, stormwater, and traffic shall be granted on a first come first serve basis, except for Parcel 4 Workforce Housing Development. Said credit shall remain with the PROPERTY and shall not be transferred to any unrelated project or development. The vesting of said credits shall be effective as of the date of the closing of the sale of any portion of the PROPERTY from OWNER to the DEVELOPER. Said credits shall be considered a vested property interest and shall survive any future modification of the CITY'S concurrency or impact fee provisions to ensure that they may be available for use for the duration of the PROPERTY'S redevelopment. Impact fee credits shall be identified in Exhibit "G".

18. Walls and Fences. Interior fences and wall may not exceed six feet (6') in height. Fences and walls may be constructed of metal, masonry, PVC, or other similar materials. Fence design must be consistent with the design criteria contained in Section 10 of this MDP. Black or green vinyl-coated chain link fence may only be used on the perimeter of the contemplated child day care center play yard.

19. Solid Waste. Each parcel shall have adequate facilities for the disposal of solid waste which shall be screened from view. Design and appearance of dumpster enclosures shall be consistent with the design criteria in Section 10 of this MDP. At a minimum, all outside temporary waste storage containers shall consist of six foot (6') tall, ten foot (10') by ten foot (10') enclosures. If dumpsters are used on the subject property, a solid fence or wall with a height of 6 feet shall be used to screen three sides of the dumpster. Gates shall be opaque and shall remain closed to obscure the contents during business hours.

20. Parcel Development Plan Approval. This MDP provides sufficient evidence that future development of the PROPERTY conforms to the requirements established in Chapter 82, Article III, Division 2, Section 82-216 City of Holly Hill LDRs. The development of the Fountainhead MPUD shall be subject to review solely by the Development Code Administrator and other City of Holly Hill staff. The Final Development Plans shall be reviewed by the Development Code Administrator, who upon determination that a Final Development Plan complies with all applicable development requirements of subsection 82-216(g) and the MPUD, shall issue the Final Development Order. Note that pursuant to Paragraph 10.H. provided for herein, architectural elevations for all buildings constructed on the Property shall be brought before the City Commission for a determination of consistency with the pre-existing structures and the architectural style elements and building design standards provided for herein. All Final Development Plans shall address future development of adjoining vacant development areas by demonstrating that utilities, access, and compliance with dimensional standards (setbacks, buffers, building separation) shall be consistent with this MDP, the Comprehensive Plan and the City of

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

Holly Hill LDRs. Nothing contained herein exempts future development of the Fountainhead MPUD from other permitting requirements established by federal, state, regional or county authorities. Appeals of the Development Code Administrator's decisions in regard to Final Development Plans within the Fountainhead MPUD shall abide by the requirements established in Chapter 82, Article V, Division 2.

21. **Stormwater.** Stormwater will be treated on site as required by the LDRs and the St. Johns River Water Management District. Stormwater retention facilities may serve individual or multiple parcels within the PROPERTY. Any common stormwater facilities must be maintained by a Property Owner's Association. Stormwater pond area shall be credited toward any open space requirement. Stormwater shall be designed to be integrated with the landscaping so that size, orientation and design are complementary to the landscape and building design. Ponds shall be designed to be aesthetically pleasing, complimentary to the PROPERTY'S landscaping and sloped so that fencing is not required. Fountains shall be provided in each retention area as a design element.

22. **Wellfield Acknowledged.** A wellfield, with a well tract encompassing approximately 2.08 acres, is located outside of the PROPERTY along its southern boundary as depicted in the MDP. This MDP was designed to accommodate the continued use and maintenance of the well tract by the CITY. All parties to this MDP acknowledge the existence and proximity of the wellfield to the PROPERTY. If CITY abandons the use of the wellfield and DEVELOPER purchases that property identified as the Well Tract on the MDP at a later date, said property may be incorporated into this MDP as a major amendment.

23. **Property Owners Association.** Prior to any subdivision of the PROPERTY shown on the MDP, DEVELOPER shall establish a Property Owners Association, created for the maintenance of all common areas, including the interior road network, parking areas and the stormwater system for the PROPERTY. The DEVELOPER shall be responsible for recording said information in the Public Records of Volusia County, Florida and shall bear all costs for recording the information.

24. **Binding Effect.** This MDP shall be recorded in the Public Records of Volusia County, Florida, and the provisions of this MDP shall be binding upon the parties hereto and respective successors and assigns as a covenant running with and binding upon the PROPERTY.

25. **Breach of MDP.** In event that the DEVELOPER has materially breached the MDP, the DEVELOPER shall commence to cure the breach within thirty (30) days of the notice by the CITY. If the DEVELOPER is unable or unwilling to cure the breach and abide by the MDP, the CITY shall exercise its right to take appropriate legal action including code enforcement or termination of this MDP.

26. **Hold Harmless.** The purpose of this Hold Harmless provision is to limit the exposure of the CITY, as the governing body adopting this MDP from actions taken during development on the PROPERTY. Therefore, DEVELOPER agree to and shall hold the CITY, its officers, its employees, and representatives harmless from liability for damage or claims for damage for personal injury, including death and claims for property damage that may arise from the direct or

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

indirect operations of the DEVELOPER or those of the DEVELOPER'S contractor, subcontractor, employee, or other persons acting on his/her behalf which relate to the project. DEVELOPER agree to and shall defend the CITY and its officers, employees, and representatives from actions for damages caused or alleged to have been caused by reason of the DEVELOPER'S activities in connection with the project. HOWEVER, nothing contained herein shall be deemed to serve as a waiver of sovereign immunity to the extent said immunity is available to CITY.

27. Monitoring Official. The City of Holly Hill City Manager or his/her designee is appointed as the CITY's monitoring official of this MDP. The CITY's representative shall monitor the activities specified in such a manner to ensure that all requirements of this MDP are met and that all reviews and approvals are expedited to the greatest extent possible.

28. Notices. Any notice, demand or other communication required or permitted under the terms of this MDP shall be in writing, made by telegram, Federal Express, USPS Express Mail, UPS or other similar overnight delivery services or certified or registered mail, return receipt requested, and shall be deemed to be received by the addressee one (1) business day after sending, if sent by any of the overnight delivery services identified above, and three (3) business days after mailing, if sent by certified or registered mail. Notices shall be addressed as provided below:

If to the CITY:
City of Holly Hill
Attn: City Manager
1066 Ridgewood Avenue
Holly Hill, FL 32117
PH: 386.248.9425
FX: 386.248.9448

With Counterpart to:
City of Holly Hill
Attn: City Planner
1066 Ridgewood Avenue
Holly Hill, FL 32117
PH: 386.248.9424
FX: 386.248.9448

If to the DEVELOPER:
Fountainhead Developers, LLC
1410 LPGA Boulevard
Daytona Beach, FL 32117
PH: 386.274.4802

29. Severability. Invalidation of any provisions of this MDP shall not affect any other provisions of this MDP, which shall remain in full force and effect.

30. Effective Date. The approval of this Ordinance is effective upon adoption.

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

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TITLE PAGE TO FOLLOW

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

ORIGINAL DO

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by the proper officers the day and year as written.

ATTEST:

Valerie Manning
City Clerk

CITY COMMISSION OF THE CITY OF HOLLY HILL

John Penny
Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this 29th day of March, 2017 by John Penny as the Mayor of Holly Hill, who is personally known to me or produced _____ as identification and did/did not take an oath.

VALERIE MANNING
Notary Public - State of Florida
Commission # FF 898510
My Comm. Expires Oct 30, 2019
Bonded through National Notary Assn.

NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name: Valerie Manning

Commission No.: FF898510
My Commission Expires: Oct. 30, 2019

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

OWNER

HOLLY HILL COMMUNITY REDEVELOPMENT AGENCY

Attest: Valerie Manning
Valerie Manning
City Clerk

John Penny
Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this 30 day of March, 2017 by John Penny as the Chair of the Holly Hill Community Redevelopment Agency, who is personally known to me or produced FDLM600550832070 as identification and did/did not take an oath.

Elizabeth M Nelson

NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name:

ELIZABETH M NELSON
Notary Public - State of Florida
Commission # FF 201240
My Comm. Expires Feb 27, 2019
Bonded through National Notary Assn.

Commission No.:
My Commission Expires:

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

DEVELOPER

Witness: Valerie Manning

Printed Name: Valerie Manning

Fountainhead Developers, LLC
a Florida Limited Liability Company

By: _____
Name: M. Jayson Meyer
Title: Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing agreement was acknowledged before me this 30 day of March, 2017 by M. Jayson Meyer as the Manager of Fountainhead Developers, LLC, who is personally known to me or produced FDL M600550830070 as identification and did/did not take an oath.

Elizabeth M Nelson

NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name:

ELIZABETH M NELSON
Notary Public - State of Florida
Commission # FF 201240
My Comm. Expires Feb 27, 2019
Bonded through National Notary Assn.

Commission No.:
My Commission Expires:

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

Exhibit "A-1"
Parcel A: The 1200 Center Avenue property

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

ORIGINAL ORIGINAL

Exhibit A-1

Parcel A: The 1200 Center Avenue property

DESCRIPTION: (PER O.R. BOOK 6670, PAGE 2413)

PARCEL 1:

That part of "BISHOP VILLAGE" SUBDIVISION, as per map recorded in Map Book 19, Page 92, of the public records of Volusia County, Florida, and part of Lots 1, 34,4, 32 and 33, and all of Lots 2 and 3, Block 35, MARY C. FLEMING SUBDIVISION of the Thomas Fitch Grant, as per Map recorded in Map Book 1, Page 1, of the public records of Volusia County, Florida, being more specifically described as follows:
Commencing at the Southeast corner of Lot 20, of said BISHOP VILLAGE SUBDIVISION; thence North 25° West, along the Westerly line of Center Street, a distance of 200 feet to a concrete monument, marking the PLACE OF BEGINNING; thence South 63°28' West, a distance of 978.65 feet to a concrete monument located on the West line of Lot 32, Block 35, FLEMING SUBDIVISION; thence North 25°25' West, along the Westerly line of said Lot 32, a distance of 428.07 feet to a steel rod marking the Northwest corner of Lot 32, Block 35; thence South 64°31'30" West, along the Southerly line of Lot 4, Block 35, a distance of 84.92 feet; thence North 25°25' West, a distance of 636.2 feet to a point in the South line of 13th or Walker Street; thence North 64°42'30" East, a distance of 1071.08 feet to a concrete monument marking the Northeast corner of Lot 1, BISHOP VILLAGE SUBDIVISION; thence South 25° East along the Westerly line of Center Street, a distance of 1043.1 feet to the PLACE OF BEGINNING.

PARCEL 2:

The West 13 feet of the South 200 feet of Lot 32, Block 35, MARY C. FLEMING SUBDIVISION of the Thomas Fitch Grant, as per Map recorded in Map Book 1, Page 1, of the public records of Volusia County, Florida.

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

Exhibit "A-2"
Parcel B: Developer's Parcel

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

Exhibit A-2
Parcel B: Developer's Parcel

DESCRIPTION: (PER O.R. BOOK 7214, PAGE 890)

The East 101 feet of the South 200 feet of Lot 34, Block 35, Fleming Fitch Grant, according to the map or plat thereof, as recorded in Map Book 1, Page 1, of the Public Records of Volusia County, Florida, also known as Lot 20, Bishop Village, according to the map of plat thereof as recorded in Map Book 19, Page 92, of the Public Records of Volusia County, Florida.

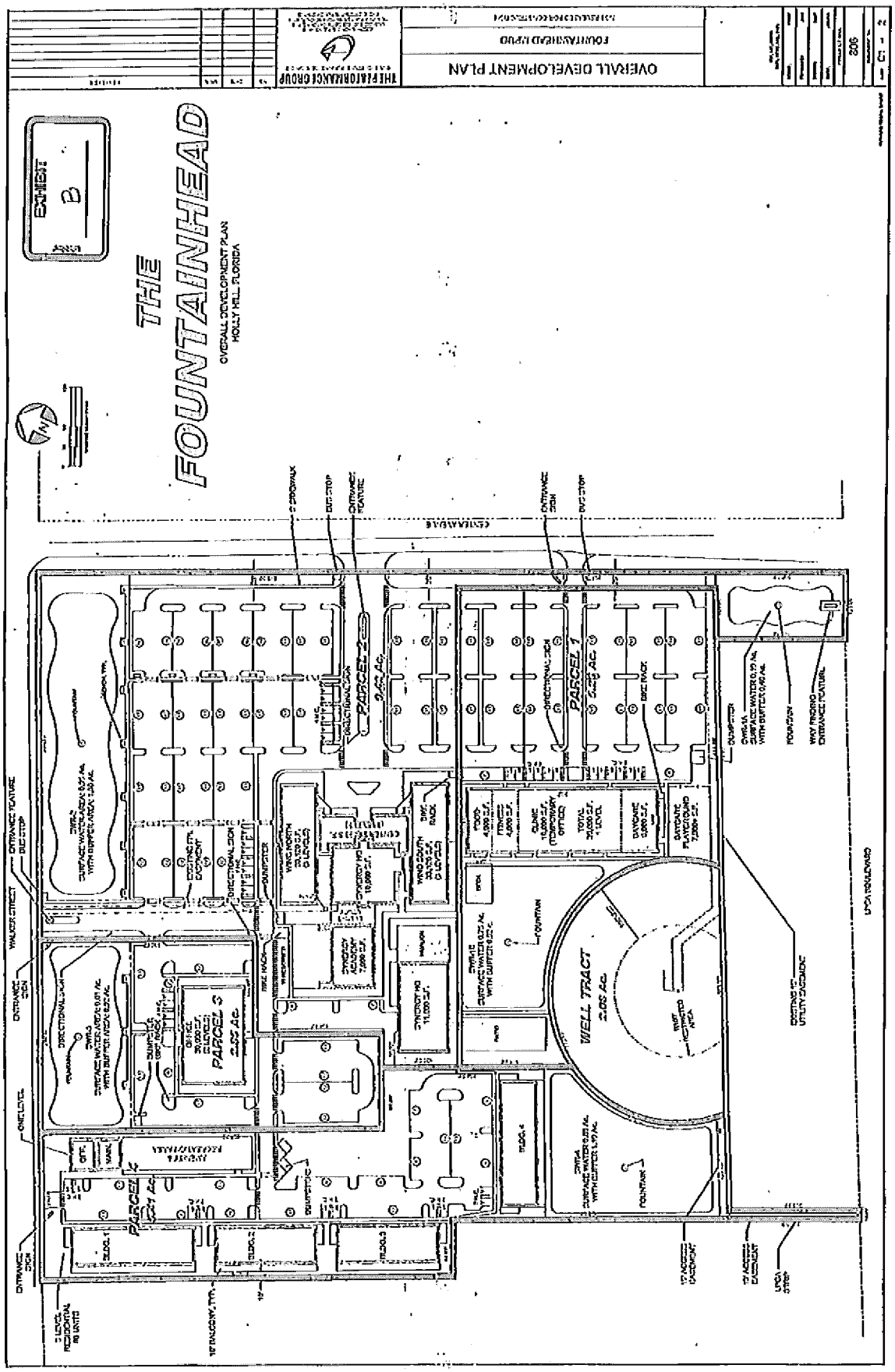
Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

ORIGINAL

Exhibit "B"
Mixed Use Master Development Plan

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

ORIGINAL



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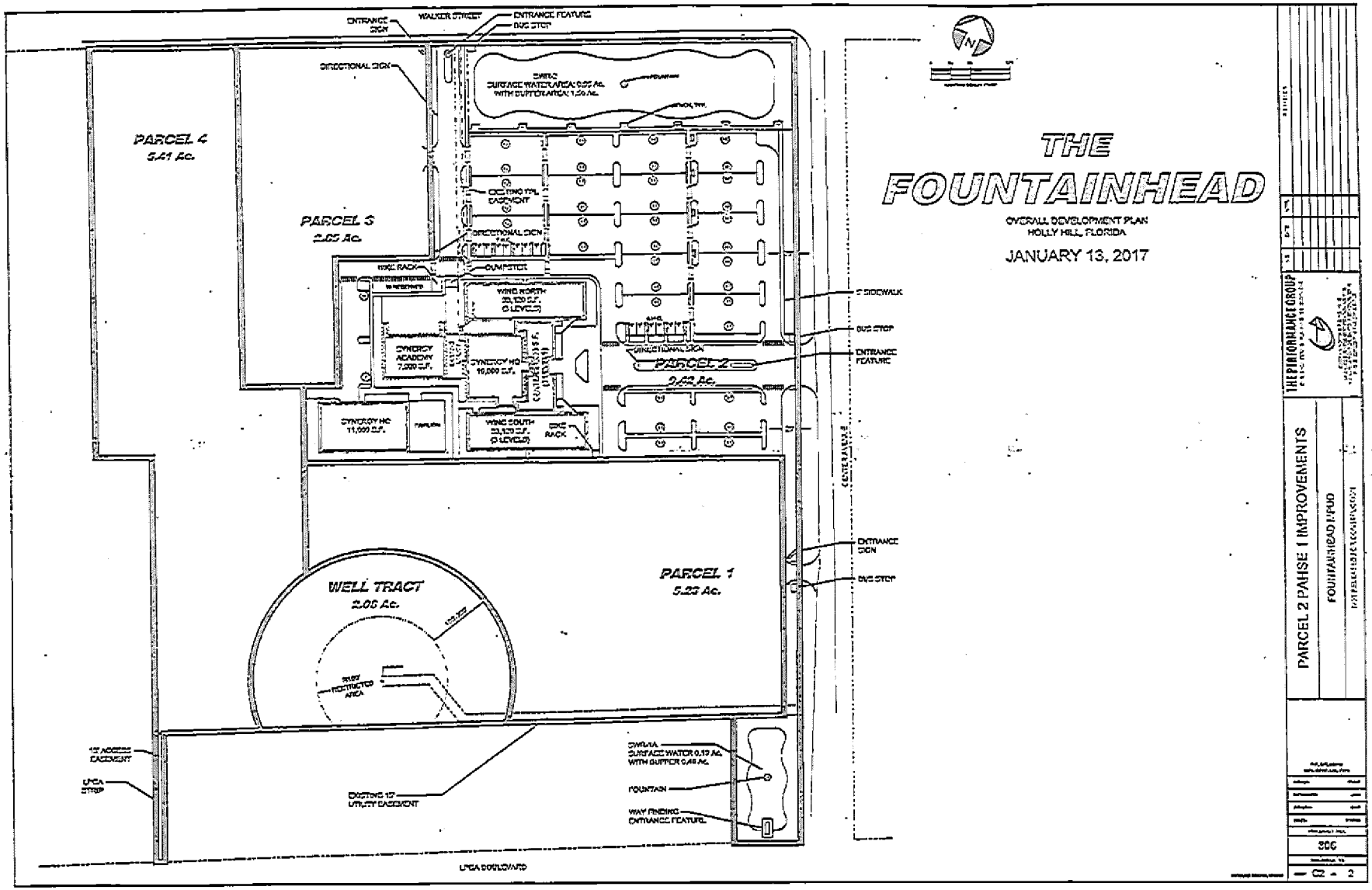

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Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)
Instrument #202015063O #28 Book:789
10.2.e

Exhibit "C"
Illustration of Phase 1

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ORIGINAL

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

Exhibit D
Landscape Plan

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

ORIGINAL

EXHIBIT

D

Center Avenue Buffer Elevation

Center Avenue Plan (Typ.)

- 50 CENTER AVENUE BUFFER
- ONE SHADE TREE PER 50 LINEAR FEET
- 3 UNDERSTORY TREES PER 50 LINEAR FEET
- CONTINUOUS HEDGE TO SHIELD VEHICULAR USE AREA BEHIND BUFFER
- 5 DIFFERENT TYPES OF LANDSCAPE MATERIALS PER 50' UP NO MORE THAN 40% OF ONE TYPE
- SHADE TREES AND UNDERSTORY TREES TO BE A MINIMUM OF 12' IN HEIGHT AT TIME OF PLANTING
- SIZE OVER CITY REQUIREMENTS

FOUNTAINHEAD
MPUD EXHIBITS
CONCEPTUAL LANDSCAPE PLANS

FOR REVIEW ONLY NOT FOR CONSTRUCTION

ZEV COHEN & ASSOCIATES

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

Walker Street Buffer Elevation

Walker Street Buffer Plan (Typ.)

- 50' WALKER STREET BUFFER
- ONE CANOPY TREE PER 50 LINEAR FEET
- 30' OVERHEAD POWER LINES ARE WITHIN BUFFER. SEE PLANT LIST FOR SUBSTITUTION RECOMMENDATIONS
- 1 UNDERSTORY TREE OR 3 MEDIUM PALMS PER 50 LINEAR FEET
- 7 DIFFERENT TYPES OF LANDSCAPE MATERIAL PER 50 LINEAR FEET
- CONTINUOUS HEDGE PROVIDED AS VISUAL SCREEN
- SOD NOT TO EXCEED 40% OF BUFFER
- SHADE TREES AND UNDERSTORY TREES TO BE A MINIMUM OF 25FT INCREASE IN SIZE OVER CITY REQUIREMENTS

FOUNTAINHEAD
MPUD EXHIBITS
CONCEPTUAL LANDSCAPE PLANS

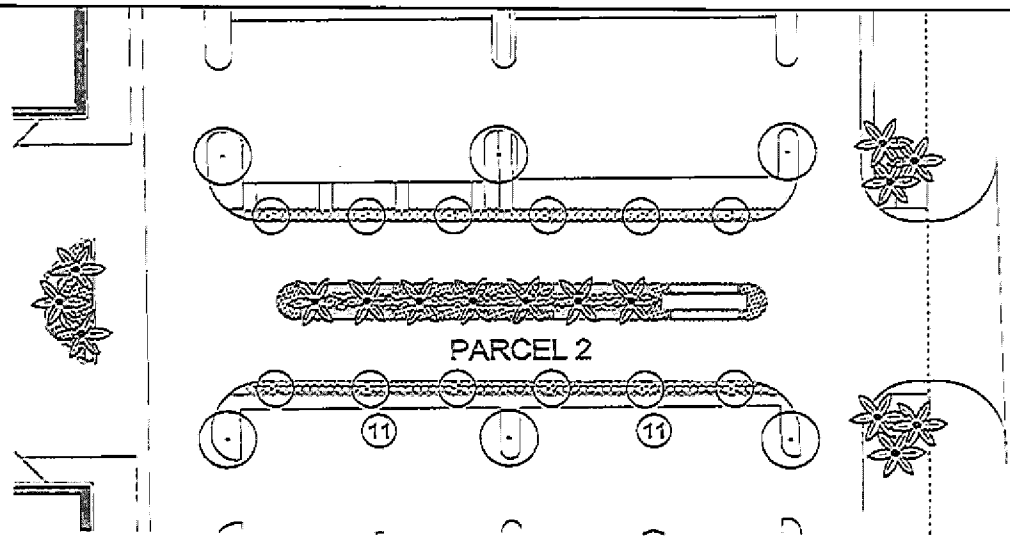
FOR REVIEW ONLY NOT FOR CONSTRUCTION

ZEV COHEN

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

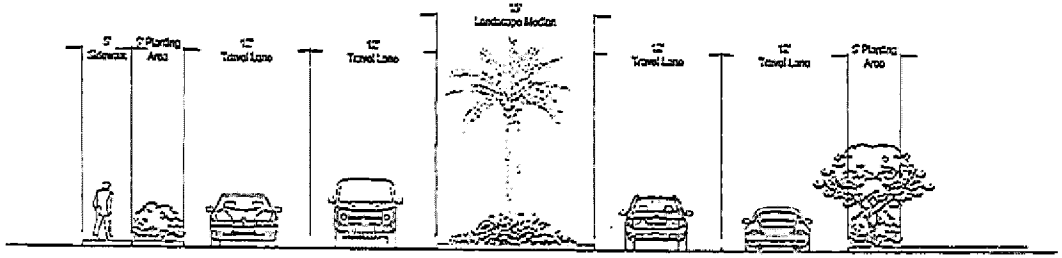
Instrument #2020150630 #34 Book:789 Page:9

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)



Main Entry Conceptual Plan

- 400 SQUARE FEET LANDSCAPE AREA CONSISTING OF SHRUBS OR GROUNDCOVER OTHER THAN SOD PROVIDED PER ENTRANCE SIGN AND/OR ON EACH SIDE OF AN ENTRANCE ROAD.
- 1 CANOPY TREE OR 3 UNDERSTORY TREES PROVIDED PER 400 SQUARE FEET OF LANDSCAPE AREA.
- LOW VOLTAGE UPLIGHTING PROVIDED TO ILLUMINATE CANOPY TREE OR UNDERSTORY TREES



Main Entry Cross Section

ZEV COHEN
LANDSCAPE ARCHITECTS

FOUNTAINHEAD
MUD EXHIBITS
CONCEPTUAL LANDSCAPE PLANS

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L4.3 - 5

Instrument #2020150630 #35 Book:789
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Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)
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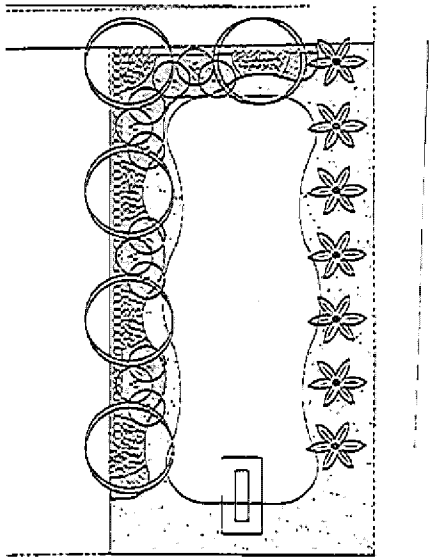
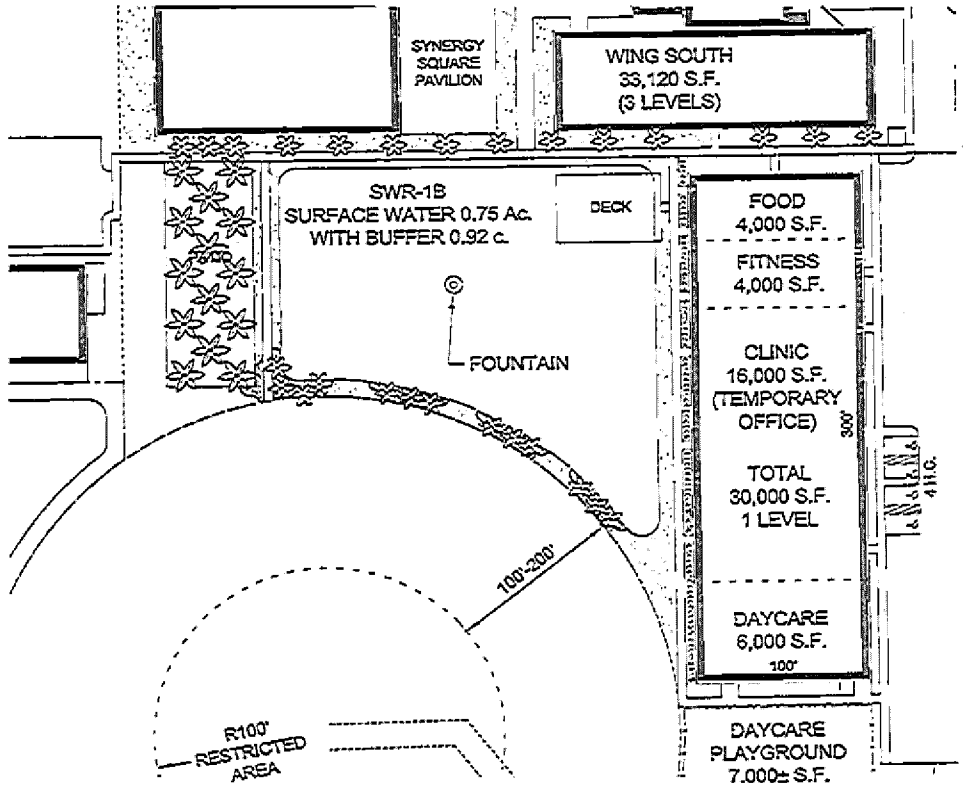


Wayfinding Area Conceptual Plan

Stormwater Ponds (Typ.)

- 200 SQUARE FEET OF LANDSCAPE AREA SHALL BE PROVIDED FOR EACH 150 LINEAR FEET OF POND PERIMETER AS MEASURED AT TOP OF BANK. LANDSCAPE AREAS SHALL BE ADJACENT TO THE HIGH WATER LINE USING AQUATIC PLANT MATERIAL OR SURROUNDING REQUIRED TREES.
- 3 CANOPY TREES SHALL BE PROVIDED FOR EACH 150 LINEAR FEET OF POND PERIMETER AS MEASURED AT TOP OF BANK. MORE TREES MAY BE USED. CLUSTERING IS RECOMMENDED. MAXIMUM SPACING BETWEEN TREES IS 150'. LOCATION MUST BE WITHIN 40' FROM TOP OF BANK.
- WATER FEATURE SUCH AS A FOUNTAIN SHALL BE INCLUDED IN ALL WET RETENTION PONDS.



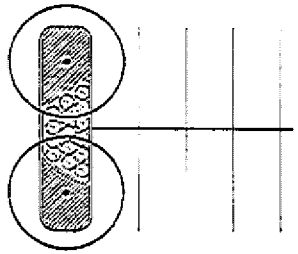
Stormwater Pond 1S Conceptual Plan

ZEV COHEN

FOR REVIEW ONLY NOT FOR CONSTRUCTION

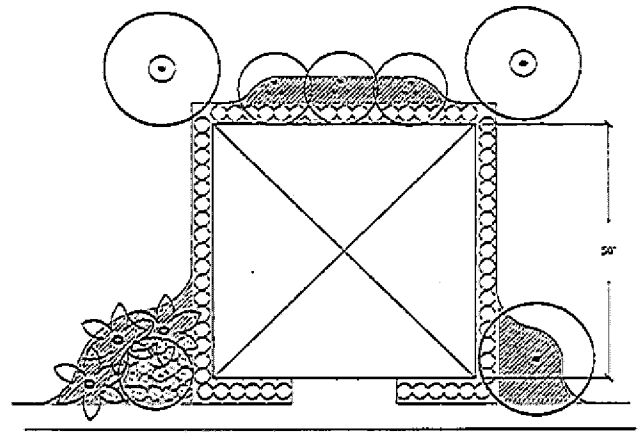
FOUNTAINHEAD
MPUD EXHIBITS
CONCEPTUAL LANDSCAPE PLANS

Instrument #2020150630 #36 Book:789
10.2.e
Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)
Packet Pg. 313



Terminal Landscape Island Plan (Typ.)

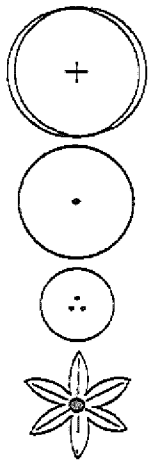
- NO SOD IN AREA LESS THAN 10' WIDE
- ONE SHADE TREE PER 200 SQUARE FEET
- 3 TYPES OF LANDSCAPE MATERIAL PER ISLAND
- 1 SHRUB/GROUNDCOVER PER TEN SQUARE FEET



Building Foundation Plan (Typ.)

- MINIMUM 3' WIDE LANDSCAPE AREA ADJACENT TO BUILDING
- SIDEWALK MAY BE LOCATED IMMEDIATELY ADJACENT TO BUILDING AND LANDSCAPE AREA MAY BE LOCATED ON OTHER SIDE OF SIDEWALK.
- 1 CANOPY TREE AND 1 UNDERSTORY/MEDIUM PALM TREE PER 50 LINEAL FEET OF LANDSCAPE AREA (OR PORTION THEREOF.) 3 MEDIUM PALM TREES MAY BE SUBSTITUTED FOR 1 CANOPY TREE.

Conceptual Planting Legend



LARGE CANOPY TREE:
LIVE OAK
MINIMUM 7.5' HT, 3" CALIPER
*TO BE PLANTED A MINIMUM OF 30' FROM OVERHEAD POWER LINES (MEDIUM CANOPY TREE SHOULD BE SUBSTITUTED IF OVERHEAD POWER LINES ARE WITHIN 30' FROM TREE LOCATION)

MEDIUM CANOPY TREE:
ELM, MAGNOLIA, CYPRESS
MINIMUM 7.5' HT, 3" CALIPER
*TO BE PLANTED A MINIMUM OF 20' FROM OVERHEAD POWER LINES (LARGE PALM TREE OR LG UNDERSTORY TREES SHOULD BE SUBSTITUTED IF OVERHEAD POWER LINES ARE WITHIN 20' FROM TREE LOCATION)

UNDERSTORY TREE:
LIGUSTRUM, WAX MYRTLE, OLEANDER
MINIMUM 7.5' HT, 3" CALIPER

LARGE PALM TREE:
CANARY DATE, MEDJOOL DATE, SILVER DATE
MINIMUM 15' C.T.
*3 MEDIUM PALM TREES MAY BE SUBSTITUTED

MEDIUM PALM TREE:
WASHINGTON, SADAL, CHINESE FAN
MINIMUM 10' C.T.

LARGE EVERGREEN SHRUB:
WAX MYRTLE, LIGUSTRUM, CRINUM LILY, PHILODENDRUM, BIRD OF PARADISE
MIN. 5' HT X 5' SPREAD

HEDGE SHRUB:
VIBURNUM, ELEAGNUS, PODOCARPUS, WAX MYRTLE
MIN. 2.5' HT, 2.5' O.C.

SMALL SHRUB/FLOWERING PERRENIAL:
MAX. 3' O.C.

GROUNDCOVER/SHRUB:
MAX. 3' O.C.

FLOWERING PERRENIAL/ANNUAL:
MAX. 2' O.C.

Notes

1. ALL PLANTING DESIGNS ARE CONCEPTUAL AND ARE ONLY MEANT TO SHOW A TYPICAL PLAN THAT IS REPRESENTATIVE OF THE AMOUNT OF ACCEPTABLE PLANT MATERIAL AND THE DEVELOPMENT STANDARDS. ACTUAL PLANTING DESIGN MAY VARY AS LONG AS THE MINIMUM DESIGN REQUIREMENTS ARE MET. ALL PLANTING PLANS MUST ALSO MEET MINIMUM LDC REQUIREMENTS FOR THE CITY OF HOLLY HILL UNLESS OTHERWISE STATED ON THIS PLAN. BUFFERS ARE NOT REQUIRED TO BE DESIGNED IN REPEATING PATTERNS.
2. THE CONCEPTUAL PLANT LIST IS NOT INCLUSIVE AND IS TO BE USED AS A GUIDE FOR PLANT MATERIAL CHOSEN BY THE LANDSCAPE ARCHITECT OF RECORD.
3. ALL PLANT MATERIAL SHALL BE GRADE FLORIDA NO. 1 OR BETTER IN QUALITY AS SPECIFIED IN FLORIDA GRADES AND STANDARDS.

ZEV COHEN & ASSOCIATES, INC.

FOR REVIEW ONLY NOT FOR CONSTRUCTION

FOUNTAINHEAD
MPUD EXHIBITS
CONCEPTUAL LANDSCAPE PLANS

LAS # 5

Exhibit E
Traffic Impact Analysis

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

ORIGINAL ORIGINAL

Lassiter Transportation Group, Inc.
Engineering and Planning

EXHIBIT
CASE E

Via Email: (tharowski@hollyhillfl.org)

Ref: 4146.03

TECHNICAL MEMORANDUM

To: Thomas Harowski, AICP

From: Andrew J. Ames, PE

Subject: Support Memorandum for the TIA

Date: January 17, 2017

The following Technical Memorandum presents a summary of the comments, responses and a quick synopsis to outline the differences between the current site plan and the site plan dated January 11, 2017. This Memorandum has included the following to support the Memo:

- Original Site plan submitted with the Traffic Impact Analysis (June 2016)
- Revised and Current Site plan for use (January 2017)
- Responses to all comments related to this project
- Description of the Land use plan of today versus June 2016

Table 1 presents the June 2016 and January 2017 development programs for the study:

Table 1
Comparative Analysis Land Use
The Fountainhead Development

Land Use	Land Use Plan Jun-16		Land Use Plan Jan-17	
Apartment Units	88	DU	88	DU
Student/Employee Day-care facility	100	Students	100	Students
General Office	65,000	SF	30,000	SF
Corporate Headquarters	75,100	SF	87,079	SF
Medical Office	20,000	SF	16,000	SF
Bank	7,500	SF	7,500	SF
Fitness Center	-	SF	4,000	SF
Food Kiosk	4,000	SF	4,000	SF

The Site Access has not changed respective to the driveway locations as can been seen on the 2016 and 2017 Site Plan attachments.

The projects trip generation tables are found below. *Table 2 presents the original net trip generation.* The New External trips are identified along the right column and are to be compared with *Table 3 current net trip generation.*

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

Table 2
Comparative TRIP Generation
The Fountainhead Development
Original 2016 NET TRIP Generation

Time Period	Land Use	Total Trips			Internal Trips			Pass-by Trips			New External Trips		
		Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
Daily	Residential	329	329	658	104	73	177	0	0	0	225	256	481
	Day Care	335	335	670	0	0	0	0	0	0	335	335	670
	Office	1,502	1,502	3,004	24	23	47	0	0	0	1,478	1,479	2,957
	Bank	556	556	1,112	61	82	143	233	223	456	262	251	513
	Restaurant	255	255	510	28	39	67	98	93	191	129	123	252
Totals:		2,977	2,977	5,954	217	217	434	331	316	647	2,429	2,444	4,873
A.M. Peak-Hour	Residential	9	38	47	3	7	10	0	0	0	6	31	37
	Day Care	11	9	20	0	0	0	0	0	0	11	9	20
	Office	404	45	449	2	2	4	0	0	0	402	43	445
	Bank	52	39	91	6	3	9	22	17	39	24	19	43
	Restaurant	24	19	43	3	2	5	9	7	16	12	10	22
Totals:		500	150	650	14	14	28	31	24	55	455	112	567
P.M. Peak-Hour	Residential	43	23	66	14	10	24	0	0	0	29	13	42
	Day Care	9	11	20	0	0	0	0	0	0	9	11	20
	Office	71	401	472	3	3	6	0	0	0	68	398	466
	Bank	91	91	182	10	14	24	38	36	74	43	41	84
	Restaurant	23	16	39	2	2	4	9	6	15	12	8	20
Totals:		237	542	779	29	29	58	47	42	89	161	471	632

Table 3
Comparative TRIP Generation
The Fountainhead Development
Current 2017 NET TRIP Generation

Time Period	Land Use	Total Trips			Internal Trips			Pass-by Trips			New External Trips		
		Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
Daily	Residential	329	329	658	104	73	177	0	0	0	225	256	481
	Day Care	1,343	1,343	2,686	0	0	0	0	0	0	1,343	1,343	2,686
	Office	1,210	1,210	2,420	24	23	47	0	0	0	1,186	1,187	2,373
	Bank	556	556	1,112	61	82	143	233	223	456	262	251	513
	Restaurant	255	255	510	28	39	67	98	93	191	129	123	252
Totals:		3,693	3,693	7,386	217	217	434	331	316	647	3,145	3,160	6,305
A.M. Peak-Hour	Residential	9	38	47	3	7	10	0	0	0	6	31	37
	Day Care	42	38	80	0	0	0	0	0	0	42	38	80
	Office	340	36	376	2	2	4	0	0	0	338	34	372
	Bank	52	39	91	6	3	9	22	17	39	24	19	43
	Restaurant	24	19	43	3	2	5	9	7	16	12	10	22
Totals:		467	170	637	14	14	28	31	24	55	422	132	554
P.M. Peak-Hour	Residential	43	23	66	14	10	24	0	0	0	29	13	42
	Day Care	38	43	81	0	0	0	0	0	0	38	43	81
	Office	61	360	421	3	3	6	0	0	0	58	357	415
	Bank	91	91	182	10	14	24	38	36	74	43	41	84
	Restaurant	23	16	39	2	2	4	9	6	15	12	8	20
Totals:		256	533	789	29	29	58	47	42	89	180	462	642

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

The significant difference between the two land use plans is found with the day care facility. It is important to note that ITE does not typically permit internal capture however the purpose of the day care is to provide a support facility to employees and the public. This will lead to an overall internal capture rate of approximately 50% conservatively and reducing the current trip generation below the original trip generation for the site.

Additionally, the MPUD has added language requiring the NB connection to Walker Street to be built with the initial building. Based on the current proposed Land Uses and the currently proposed site access plan a revised TIA will not create any significant changes in recommendations. Additional improvement conditions are not anticipated for this project.

Encl: Comment Response Letter, prepared by Lassiter Transportation Group, Inc.
6/16 and 1/17 Site plans
6/16 and 1/17 Land use plans

I affirm, by affixing my signature and seal below, that the findings contained herein are, to my knowledge, accurate and truthful and were developed using current procedures standard to the practice of professional engineering.

Name: Andrew J. Ames, P.E.

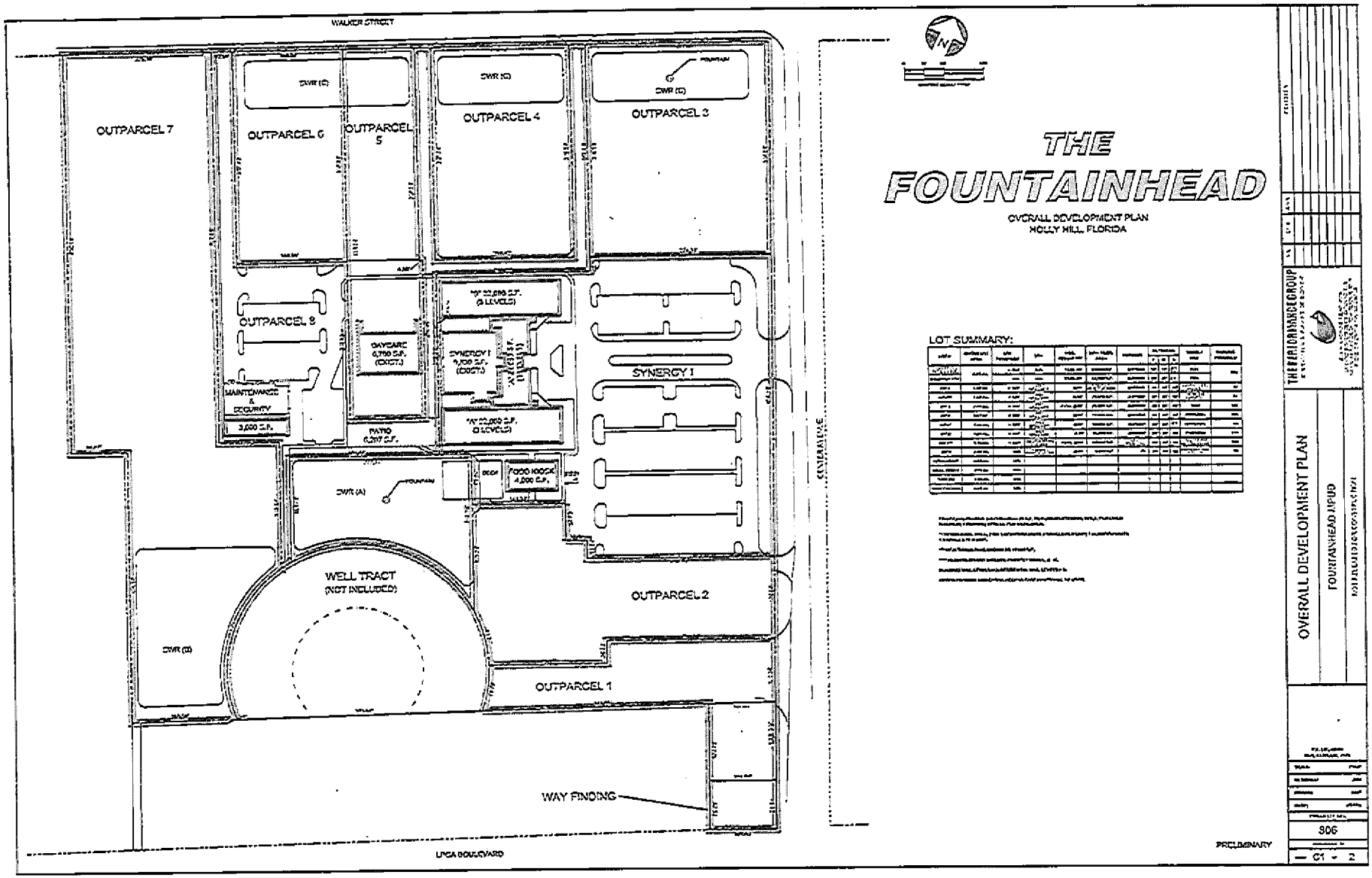
Signature: Andrew J. Ames, P.E.

Florida PE License No.: 52570

Date: January 17, 2017

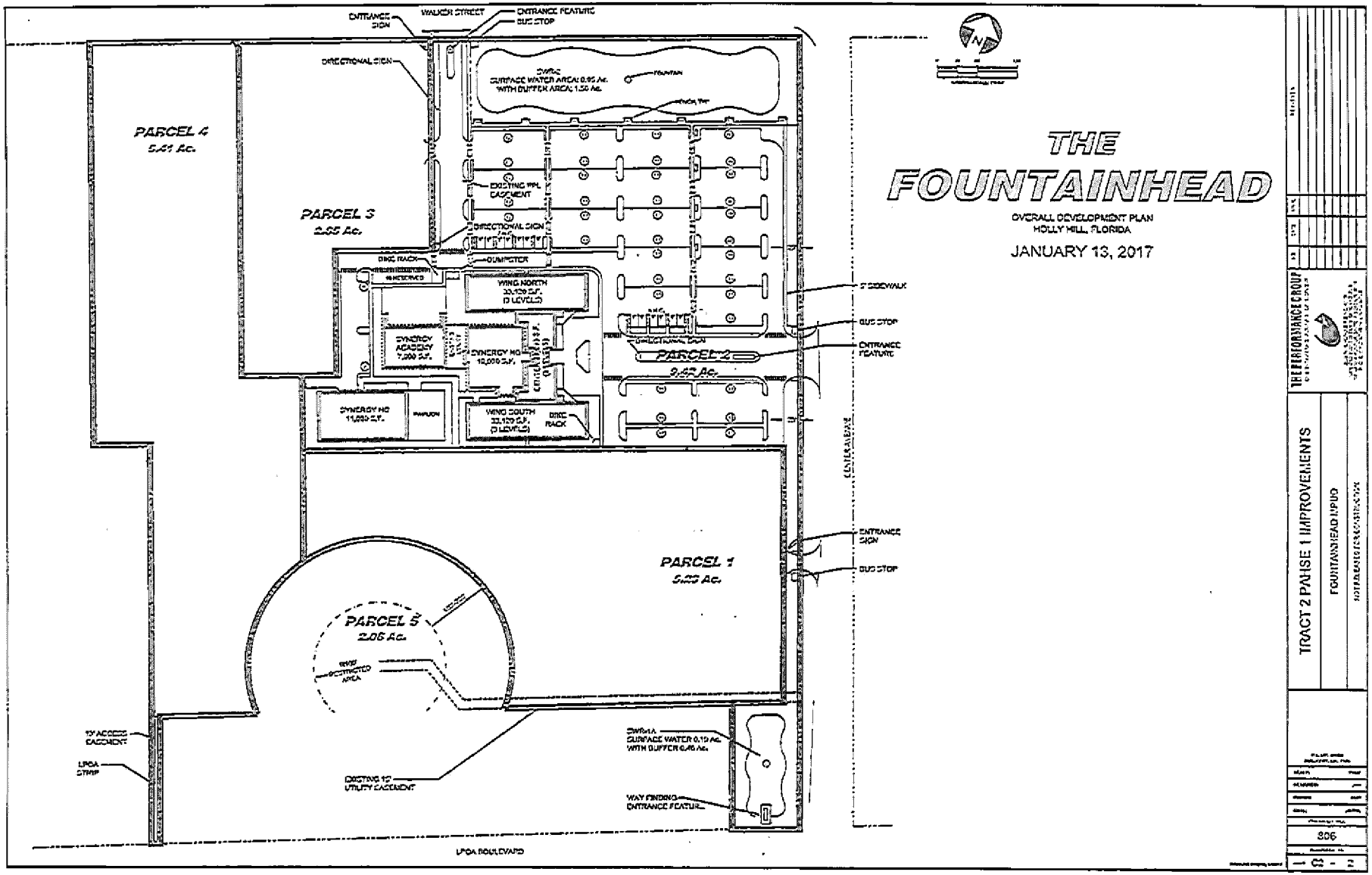
Lassiter Transportation Group, Inc.
Engineering and Planning

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)



Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

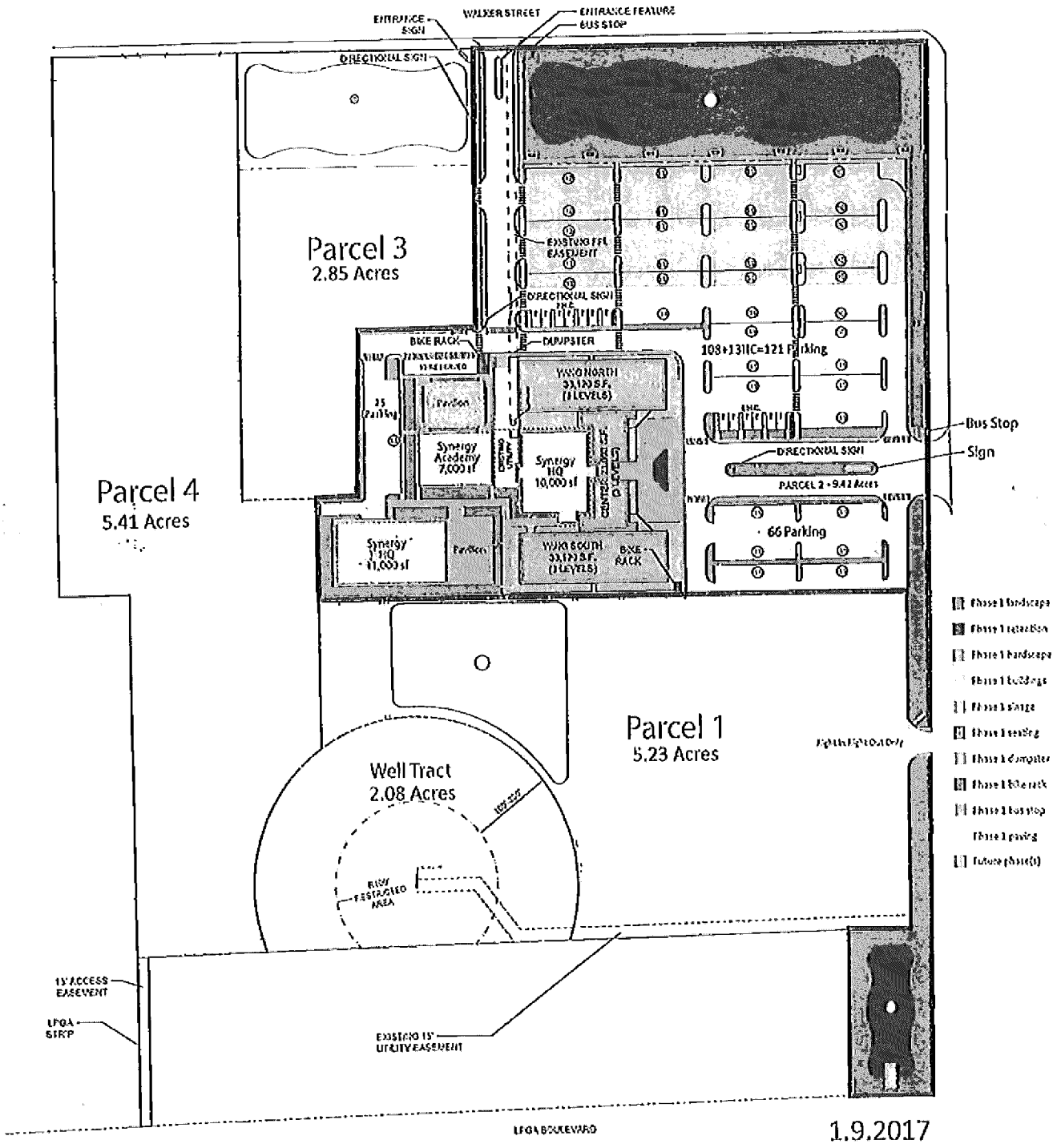
Instrument #202015063O #41 Book:789



Packet Pg. 319
Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)
Instrument #202015063O #42 Book:789
10.2.e

FOUNTAINHEAD

FOUNTAINHEAD PARCEL 2 PHASE 1 IMPROVEMENTS



Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

FOUNTAINHEAD The Fountainhead at Holly Hill – Sequencing Projection

End of Year	Use	Parcel	New People	Total people	Recapture	Sq. footage	Notes
2017	HQ	2	140	140	N/A	21,000	Former media/new build
	Academy	2	50	50	N/A	7,000	Former gym
2018	HQ	2	+70	210	N/A		No build
	Academy	2	N/A	See note	N/A		50 day + 25 night
2019	HQ	2	+105	310	N/A	22,000	Wing
	Academy	2	N/A	See note	N/A	11,000	Wing
	Food	1	See note	See note	>50%	4,000	4 ees + 10 cars public
	Fitness	1	See note	See note	>50%	4,000	2 ees + 10 cars public
2020	HQ	2	+157	472	N/A	22,000	Wing
	Academy	1	+25	See note	N/A	11,000	Wing, 75 day, 50 night = 125
	Day care	1	See note	See note	>50%	6,000	8 workers + 30 cars, public drop off
2021	Clinic	1	See note	See note	<20%	16,000	8 workers + 50 cars public in/out
2023	Office	3	120	120	N/A	30,000	4 ees/1,000 sf
2023	88 workforce housing units	4	See note	See note	N/A	±90,000	Lottery any time 2018-2026 Average 1.8 people/unit

Instrument #20201506 30 #44 Book:789

LTG Engineering & Planning

Ref: 4146.03

January 3, 2016

Thomas Harowski, AICP, City Planner
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117-2898
(386) 248-9424

Subject: Fountainhead, Holly Hill Traffic Impact Analysis (TIA) – Response to Volusia County Traffic Engineering and City of Holly Hill Review Comments

Dear Mr. Thomas Harowski:

Lassiter Transportation Group Inc. (LTG) has prepared a Response to the comments from the City of Holly Hill and the Volusia County Traffic Engineering for the proposed Fountainhead project. The following responses are provided to address the comments from the review:

CITY OF HOLLY HILL COMMENTS, Thomas Harowski, AICP, City Planner, 07/08/2016

1. The TIA report is based on a concept plan that does not reflect the plan submitted with proposed MPUD agreement dated June 29, 2016 nor the subsequent submittal dated July 6, 2016. In addition, the TIA does not reflect the phased development proposal that is contained in the MPUD. The TIA needs to be re-evaluated applying the proper concept plan. (This discrepancy is addressed in the Volusia County comments as well.)

   Response: The new development plan has been received and does not provide variation for access nor for land use. The new development plan has been included in the revised TIA.

2. As the results of the TIA appear to be heavily dependent on the distribution of traffic to Walker Street, the phased plan approach which does not provide for access to Walker Street with Phase 1 may affect the recommendations.

   Response: The new development plan has been received and does not provide variation for access nor for land use. The new development plan has been included in the revised TIA.

3. As with all modelling, the output needs to be tempered with a common-sense review of the output. It seems highly unlikely to me that the 58% of the site traffic heading westbound will split 57% to Walker and 1% to LPGA as Figure 3 appears to show. This outcome needs to be more fully justified or the TIA output adjusted.

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

Response: The approved methodology included the TRIP distribution. The percentage of inbound and outbound vehicles total the percentage for the segment as shown on the Model output. Further changes are not required however will be reviewed for consistency.

4. With regard to the standards for turn lanes, the City code references FDOT standards which are somewhat general in terms of the specifics for requiring turn lanes. We supplementing these standards with the Volusia County turn lane standards for consistency with local development and as a basis for making a decision on requiring turn lanes. The peak hour volumes presented in Table 6 appear to support the installation of turn lanes.

   Response: The TPO methodology has been followed. The turn lanes will be reviewed for any anomalies.

5. The County comment about more closely examining the AM Peak Hour is especially important given the presence on Center Avenue of a high volume of pedestrian traffic generated by the Holly Hill School and the addition of higher volumes of school related vehicular traffic.

   Response: The intersections along Center will be reviewed for school traffic in the morning peak.

6. I also think it is important to re-inforce the concerns that the analysis may not have addressed all of the committed trips from development west of Nova Road (Sams Club as an example) and conditions on Walker Street within the City. The City has approved a redesign of the parking lot for Florida Health Care (US 1 and Walker Street) that will expand access form this large traffic generator to Walker Street when the project is implemented. This intersection does not include turn lanes at US 1 and therefore the operational characteristics of this intersection may be affected.

   Response: Noted. A Review of these concerns has been completed and adjusted as needed.

VOLUSIA COUNTY TRAFFIC ENGINEERING COMMENTS, 06/28/16

1. Phased Development: It is our understanding that the development plans for the project now include a "Phase 1" that only consists of a portion of what is being analyzed in the TIA. Access for Phase I is only proposed on Center Ave - there is access no proposed access on Walker Street. Please understand that this was not brought to our attention during the methodology phase. As such, the Phase 1 and Buildout traffic will now need to be evaluated separately. Communication with the city reveals that there have been no plans for Phase 2 submitted, so it is unknown when Phase 1 trips would be able to shift to other access points in the development's buildoutplan.

   Response: The new plan identifies connection points to Walker Street. And connection to Walker Street has been required as part of the MPUD Agreement.

2. Number of Driveways: The ODP submitted in the methodology document showed three driveways on Walker St and three on Center Ave. This conflicts with the site access figures in the TIA since it only shows one off of Center Avenue and one off of Walker Street. Please explain this. The revised

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

TIA will need to show that the driveway connections in the TIA are coordinated with the driveway connections on the conceptual site plan.

Response: Noted.

3. Buildout Date: Based on comment #1, please work with the applicant to revise, or confirm, the 2017 buildout year.

   Response: Noted.

4. Table 2, LPGA Blvd at Nova Road: PM peak hour: Please rerun the HCS analysis with existing green timings. Controllers minimum green = minimum green + 1 extension.

   Response: An additional extension is not needed as the HCS looks to optimize green times and the existing timings only factor into the existing analysis. Once a failure occurs, the first improvement considered is optimizing timings.

5. Tables 3 and Table 9 suggest optimizing the signal timings at LPGA & Nova to reduce the v/c ratio to below 1.0. The Nova Road corridor was recently retimed by FDOT. Optimizing the timings at this single intersection may require adjustments to other signals on the Nova Road corridor.

   Response: Noted. Typically optimizing timings in HCS versus field can be different. If improvements such as additional turn lanes were needed at an intersection optimizing the coordinated splits of a signal in coordination is the optimization procedure. This would not impact the corridor timings.

6. Table 4: Why is there no Existing AM condition analysis as part of this TIA? The project is very close to a school (Holly Hill K-8).

   Response: A review of the School operation will be added to the Revised TIA. Operational issues will be noted and described as it could pertain to the site.

7. Page 5, Intersection Improvements Needed: Regarding LPGA Blvd at Nova Rd intersection, please refer to comment #4.

   Response: An additional extension is not needed as the HCS looks to optimize green times and the existing timings only factor into the existing analysis. Once a failure occurs, the first improvement considered is optimizing timings.

8. Page 12, Internal Capture: Related to our comment #1, please reanalyze internal capture for Phase 1 since this impacts the roadway network and driveway volumes.

   Response: Internal Capture will be reviewed. Internal capture typically reduces the overall generation but does not involve distributing volume. The pass by volume will be reviewed as well for the same purpose.

LTG Engineering & Planning

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

9. Figure 3, Trip Distribution: Regarding our comment #1, please revise the trip distribution based on the access to both Walker St and Center Ave for Phase 1. It is our understanding that plans show access proposed on only Center Ave.

   Response: The updated plan does have access to both Walker and Center. The MPUD will have language to reflect the connection with phase 1 as well.

10. Figure 3: Trip Distribution appears to be incomplete. The percentages do not add up correctly. There is no percentage on Center Avenue between Driveway 2 and LPGA Blvd. What is the percentage of trips using Driveway 1 and using Driveway 2?

    Response: This will be labeled with the revised TIA.

11. Figures 4a and 4b: Nova Rd/Walker St Intersection: Please confirm that the southbound left-turn lane and westbound right-turn lane both have adequate storage to handle future volumes. We believe that turn lanes will need to be lengthened.

    Response: The Storage will be evaluated with the revised TIA.

12. Driveway 1 will not be included in Phase 1. Please revise this to show volumes at Driveway 2. Comment to the city: The turn volumes show the need for several right and left-turn lanes at the driveways. Please check the city's code for turn lane requirements as the county will not be making these requests since Walker Street and Center Avenue are city roads.

    Response: The updated plan does have access to both Walker and Center. The MPUD will have language to reflect the connection with phase 1 as well.

13. Table 9: We are seeing a similar issue with the existing having minimum Greens too short.

    Response: An additional extension is not needed as the HCS looks to optimize green times and the existing timings only factor into the existing analysis. Once a failure occurs, the first improvement considered is optimizing timings. A review of the timings will be completed for the revised TIA.

14. Site Access: Please work with the city to determine if turn lanes are needed per the city's land development code.

    Response: Noted.

15. Table 10, Growth Rate and LOS of LPGA Blvd between Tomoka Farms Road and Williamson Blvd: A growth rate of 1% was used for LPGA, yet many development trips have been approved and vested by the City of Daytona Beach on that segment. We do not see where this was considered or addressed, and based on past TIA reviews in the area we know that this segment of roadway is over-capacity with only limited and phased improvements. Please address this. We are including our methodology comment, which needs to be reiterated since the applicant stated that this comment would be addressed: *"Build-out Traffic, page 6: Additional information prior to TIA methodology approval is required. While we understand that the growth rate in the immediate area is minimal, the growth rate on LPGA Blvd near the I-95 Interstate Interchange is not. The methodology needs to specify up front, what growth rate will be used. Vested trips on LPGA Blvd from City of Daytona Beach approved projects are required to be considered. Documentation should*

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

be placed in the TIA methodology appendix." Additionally, related to this, the following methodology comment was also provided and not addressed in the TIA: *"Critical/Near-Critical Roads: A) Due to the approval of Tanger Outlets and Minto Development, LPGA Blvd between Tymber Creek Road and Williamson Blvd is considered Critical/Near-Critical. Although Fountainhead's impact is proposed to be less than 5% on these links, its impact is still required to be analyzed. Additionally, impacts to over-capacity roads will be required to be mitigated."*

Response: This has been completed as part of the approved methodology.

16. Table 10, Hand Ave (Clyde Morris Blvd to Shangri La Drive): This is a failing segment, and the capacity is not 3,410. This section is currently 2 lanes. The vehicle/capacity ratio is now currently over capacity, which will require a proportionate fair share improvement for the 51 additional project trips that this development will add to the roadway link.

    Response: Roadway Segment Analysis (Pg. 8) reflects the recommendation to widen Hand Ave (Clyde Morris Blvd to Shangri La Drive) from 2-lane undivided roadway to a 4-lane divided major collector. We identify failures and solutions to these failures prior to applying the project trips per the R2CTPO guidelines.

17. Multimodal Analysis: A Multimodal Analysis was missing from the TIA. The following methodology comment was provided to the applicant: *"The TIA needs to analyze multimodal access (pedestrians, bicycles, transit) on site and off site. How will children safely walk or bicycle to school/school bus stops? Will there be crosswalks needed?* Please include a completed development design guidelines checklist in the TIA appendix." Please identify how the site plan will encourage bicycle, pedestrian and transit mobility options. Please provide details regarding how the site will provide safe and convenient access to the site entrances for non-motorist customers and employees. The site will generate additional need for transit. Describe how the transit user will access the site from the current transit route. Please coordinate with VOTRAN (Heather Blanck, Assistant General Manager) regarding whether an additional bus shelter is needed.

    Response: The multimodal analysis has been added to the Revised TIA.

CITY OF HOLLY HILL COMMENTS, Thomas Harowski, AICP, City Planner, 12/29/2016

1. The report should compare the current master development plan to the plan originally provided to LTG and note any impacts to the study that might result from modifications to the plan. This review should note why the current plan does not impact the study findings if this is the case.

    Response: The current plan and the plan submitted have been compared and the plans are consistent with Access and Land use program.

2. As we have noted in our meetings, the City applies the Volusia County standards for determining whether specific improvements are required. The updated report should compare the findings to these standards.

    Response: Discussions related to the final improvements required with the approved study will address Volusia County Standards and variances.

LTG Engineering & Planning

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

3. Even if the impacted facilities will meet the City's level of service standard, the updated report should clearly identify where reductions in the existing level of service will occur. If, for example, Center Avenue currently operates at LOS A currently but will operate at LOS D after the project, this impact needs to be clearly stated.

Response: Impacts identified in the final study preparation will be identified. The Memo for consistency at Zoning will not include this level of detail however we acknowledge this requirement for the future revised study.

4. Figure 3, the Trip Distribution graphic is confusing and very difficult to read. The percentages you presented during the meeting were difficult to discern from the existing graphic. This figure needs to be revised to more clearly display trip distribution.

Response: The figures will be clearly defined with the revised TIA submittal.

5. The report needs to include a detailed response to all of the comments, both City and County, that have been previously provided.

Response: Noted.

6. The report should provide any other information that you believe is necessary to fully explain the model results as they apply to the property and verify that the model results are reasonable as applied to actual traffic behavior.

Response: Noted. This will be completed with the revised TIA.

If you have any questions or concerns related to the responses, you may reach me at (386)-257-2571. Thank you for your consideration of this project.

Sincerely,
LASSITER TRANSPORTATION GROUP, INC.

Andrew J. Ames, P.E.
Senior Project Manager

cc:

LTG Engineering & Planning

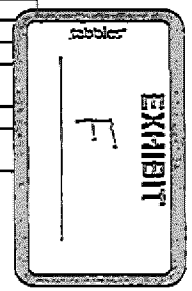
Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

Exhibit F
Impact Fee Chart

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL

Proposed Development Impact Fees																
		Corporate HQ	Med. Ofc	Office	Fit. Cntr	Daycare	Restaurant							Corp. Ofc.	Medical Of	Office
Sq. ft./Units		123,000	16,000	16,000	4,000	6,000	4,000	Total								
PR													PR			
Fire		$41,820.00	$5,440.00	$5,440.00	$1,360.00	$9,120.00	$1,360.00	$64,540.00					Fire	0.34	0.34	0.34
Police		$30,750.00	$4,000.00	$4,000.00	$4,230.00	$3,600.00	$7,080.00	$53,710.00					Law	0.25	0.25	0.25
Trans		$34,734.40	$17,129.60	$7,110.40	$3,312.80	$5,029.80	$3,676.40	$71,043.40					Trans	0.28	1.06	0.44
Water*		$8,958.60	$2,133.00	$2,133.00	$711.00	$711.00	$14,220.00	$28,866.60					Water	1422	1422	1422
Sewer*		$12,020.40	$2,862.00	$0.00	$954.00	$954.00	$19,080.00	$35,870.40					Sewer	1908	1908	1908
Subtotals		$128,333.40	$31,564.60	$18,683.40	$10,617.80	$19,414.80	$45,416.40	$254,030.40								
TOTAL								$254,030.40								
		Holly Hill Credits from Prior Use**	Proposed Use*	Credit minus Proposed Use	Credit or Debit to Developer											
School area	116,212	area*fee														
Fire	1.52	$176,794	$64,540.00	$112,254	Credit											
Police	0.6	$69,787	$53,710.00	$16,077	Credit											
Trans	0.44	$51,177	$71,043.40	-$19,866	Debit											
Water*	1422	$14,177	$28,866.60	-$14,689	Debit											
Sewer*	1908	$19,023	$35,870.40	-$16,848	Debit											
*Assumes the following:			ERUs													
123,000 Corporate Office			6.3													
16,000 sq. ft. office			0.5													
16,000 sq. ft. medical office			1.5													
4,000 sq. ft. fitness center			0.5													
6,000 sq. ft. daycare			0.5													
4,000 sq. ft. restaurant			10													
			0													
Total ERUs			19.3													
**Actual average daily consumption based on prior billing periods						9.97										
Volusia County Thoroughfare Road Impact Fees																
Amount Due																
Use	Intensity	Rate	Fee Amount													
Corporate Office	123,000	$1.48	$182,040.00													
Office	16,000	$2.31	$36,960.00													
Medical Office	16,000	$5.56	$88,960.00													



Instrument #20201506630 #52 Book:789

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

Fitness	4,000	$5.35	$21,400.00													
Restaurant	4,000	$4.78	$19,120.00													
Day Care	6,000	$4.39	$26,340.00													
MFDU	28	$1,506.04	$132,531.52													
Financial	0	$10.96	$0.00													
TOTAL			$507,351.52													
Amount of Credit																
School Area	116,312.00	$4.39	$510,609.68													
Net			$3,258.16													
This results in a credit estimate of $125,739.65 to the developer of the site.																

Instrument #20201506 30 #53 Book:789

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

Ft Cntr	Dev Cntr	Restaurant	MF DU			
						$s
				$595.33	$51,552.04	
0.34	1.52	0.34	1	$254.98	$22,428.24	
1.07	0.6	1.77	1	$221.69	$19,508.72	
0.92	0.83	0.91	1	$289.73	$25,672.24	
1422	1422	1422	1	$1,422.00	$125,136.00	
1908	1908	1908	1	$1,903.00	$167,904.00	
				0		

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

ORIGINAL

Exhibit G
NO EXHIBITS

Attachment: Exhibit A (2025-O-3081 : Fountainhead First Major Amendment)

ORIGINAL

FIRST MINOR AMENDMENT TO THE FOUNTAINHEAD DEVELOPERS, LLC MIXED USE PLANNED UNIT DEVELOPMENT (MPUD) DEVELOPMENT AGREEMENT

THIS FIRST MINOR AMENDMENT TO THE FOUNTAINHEAD MIXED USE PLANNED UNIT DEVELOPMENT (MPUD) DEVELOPMENT AGREEMENT is made this 12th day of November 2021, by and between **Fountainhead Developers, LLC**, a Florida limited liability company, and the **CITY OF HOLLY HILL COMMUNITY REDEVELOPMENT AGENCY and the CITY OF HOLLY HILL**, a Florida municipal corporation (the "City").

WHEREAS, Fountainhead Developers, LLC, and the City entered into that certain Development Agreement (the "Agreement") dated March 30th, 2017, recorded in the public records of Volusia County Florida, in Book: 7894 Page 2486, for the development of certain real property as described in said Agreement; and

WHEREAS, Owners and City wish to further modify certain provisions of the Agreement as detailed below; and

NOW, THEREFORE, in consideration of the mutual covenants and promises made herein, the parties hereto covenant and agree to bind themselves as follows:

1. The above recitations are true and correct and incorporated herein by reference.

2. Owners and City mutually agree to the following changes made to Exhibit C in said Agreement:
   - Building E containing 6,475 square feet is new.
   - Building D has been reduced in size from 11,000 square feet to 4,560 square feet.
   - The retention pond on the northeast corner is larger.
   - There is increased parking on the south extending onto parcel 1.
   - The pavilion east of Building D is the location of a future plaza area.
   - The original Exhibit C shows 28,000 square feet of building development in Phase I. The proposed Exhibit C shows 27,976 square feet in Phase I. An interior mezzanine of 1,434 square feet is shown on the amended exhibit.
   - At LPGA and Center, the pond, the pond fountain, and signage have been replaced with a larger monument sign and the pond has been eliminated.
   - The bike rack and dumpster north of Building C have been relocated.

3. The attached **EXHIBIT C (AMENDED),** replaces in its entirety, Exhibit C as shown in the Agreement entered into on March 30th, 2017, and recorded in the public records of Volusia County Florida, in Book: 7894 Page 2486.

4. The parties agree that this First Amendment is a minor amendment to the Agreement, and is approved at staff level. All other provisions, conditions, and requirements of the Agreement remain in full force and effect.

Attachment: Exhibit B - First MINOR Amendment (2025-O-3081 : Fountainhead First Major Amendment)

NOW THEREFORE, the undersigned parties hereby agree to the above terms and conditions of the First Minor Amendment.

CITY OF HOLLY HILL,
a Florida municipal corporation

By: _____
Joseph A. Forte, City Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, **by means of ☒ physical presence or ☐ online notarization,** this 23rd day of November, 2021 by Joseph Forte, who is personally known to me.

LANEY-ALEXA DELIGIANIS
Notary Public-State of Florida
Commission # HH 28801
My Commission Expires
August 05, 2024

NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Signature

Laney-Alexa Deligianis
Printed Name

Commission No.: HH 28801
My Commission Expires: 8/5/24

Attachment: Exhibit B - First MINOR Amendment (2025-O-3081 : Fountainhead First Major Amendment)

CITY OF HOLLY HILL,
a Florida municipal corporation

By: _____
Brian Walker
Community Development Director

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, **by means of ☒ physical presence or ☐ online notarization,** this 23rd day of November, 2021 by Brian Walker, who is personally known to me.

LANEY-ALEXA DELIGIANIS
Notary Public-State of Florida
Commission # HH 28801
My Commission Expires
August 05, 2024

NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Signature

Laney-Alexa Deligianis
Printed Name

Commission No.: HH28801
My Commission Expires: 8/5/24

Attachment: Exhibit B - First MINOR Amendment (2025-O-3081 : Fountainhead First Major Amendment)

WITNESSES:

Melissa Gabriel
Melissa Gabriel
(Name Printed or Typed)

Patrick Kennedy
(Name Printed or Typed)

FOUNTAINHEAD DEVELOPERS, LLC
a Florida limited liability company

By: _____
Name: M. Jayson Meyer
Title: Managing Member

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me, **by means of ☒ physical presence or ☐ online notarization,** this 18th day of November, 2021 by M. Jayson Meyer, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Melissa M. Torres
Notary Signature

MELISSA MARIE TORRES
Notary Public - State of Florida
Commission # HH 99875
My Comm. Expires Aug 26, 2022

Melissa M Torres
Printed Name

Commission No.: _____
My Commission Expires: _____

Attachment: Exhibit B - First MINOR Amendment (2025-O-3081 : Fountainhead First Major Amendment)

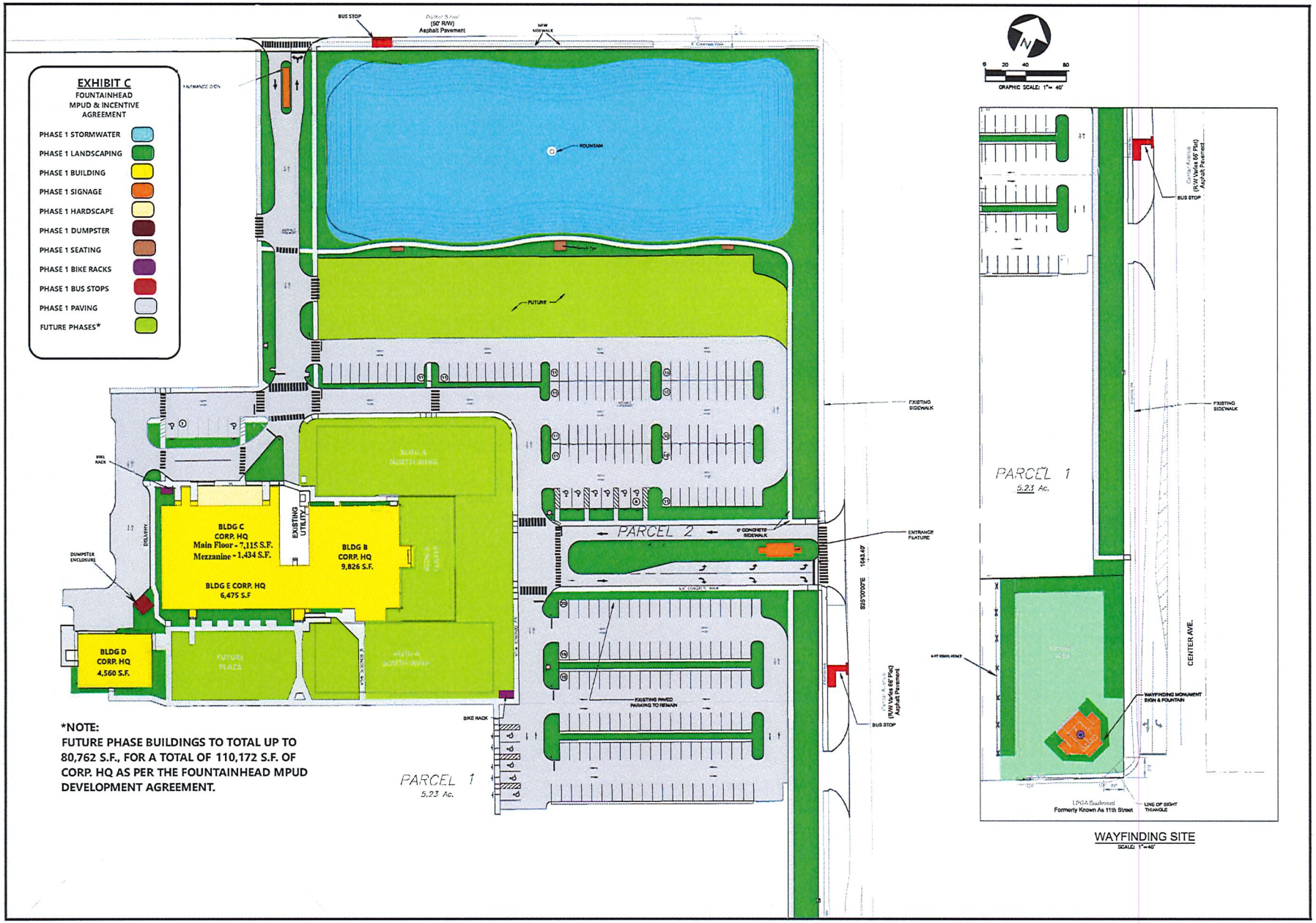


EXHIBIT C
FOUNTAINHEAD
MPUD & INCENTIVE
AGREEMENT
PHASE 1 STORMWATER
PHASE 1 LANDSCAPING
PHASE 1 BUILDING
PHASE 1 SIGNAGE
PHASE 1 HARDSCAPE
PHASE 1 DUMPSTER
PHASE 1 SEATING
PHASE 1 BIKE RACKS
PHASE 1 BUS STOPS
PHASE 1 PAVING
FUTURE PHASES*
BUS STOP
FOUNTAIN
FUTURE
BLDG C
CORP. HQ
Main Floor - 7,115 S.F.
Mezzanine - 1,434 S.F.
BLDG E CORP. HQ
6,475 S.F
BLDG B
CORP. HQ
9,826 S.F.
BLDG D
CORP. HQ
4,560 S.F.
EXISTING UTILITY
DUMPSTER ENCLOSURE
BIKE RACK
PARCEL 2
6' CONCRETE SIDEWALK
ENTRANCE FIXTURE
EXISTING SIDEWALK
EXISTING PAVED PARKING TO REMAIN
PARCEL 1
5.23 Ac.
*NOTE:
FUTURE PHASE BUILDINGS TO TOTAL UP TO 80,762 S.F., FOR A TOTAL OF 110,172 S.F. OF CORP. HQ AS PER THE FOUNTAINHEAD MPUD DEVELOPMENT AGREEMENT.
GRAPHIC SCALE: 1"= 40'
PARCEL 1
5.23 Ac.
CENTER AVE.
WAYFINDING MONUMENT SIGN & FOUNTAIN
LINE OF SIGHT TRIANGLE
WAYFINDING SITE
SCALE: 1"=40'

EXHIBIT C
FOUNTAINHEAD

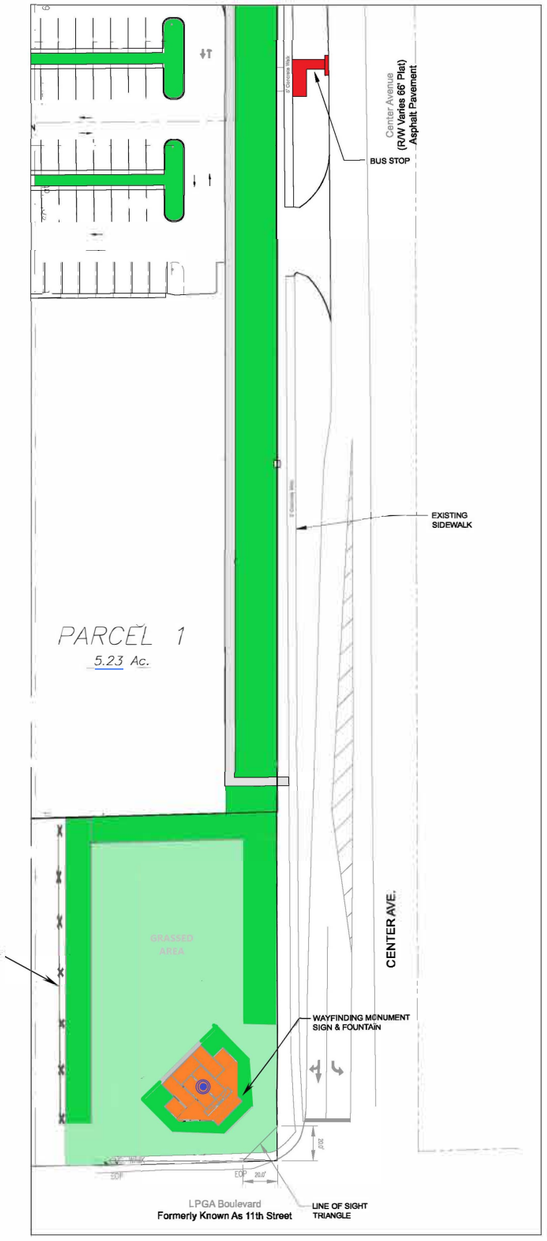
- PHASE 1 STORMWATER
- PHASE 1 LANDSCAPING
- PHASE 1 BUILDING
- PHASE 1 SIGNAGE
- PHASE 1 HARDSCAPE
- PHASE 1 DUMPSTER
- PHASE 1 SEATING PHASE
- 1 BIKE RACKS PHASE 1
- BUS STOPS PHASE 1
- PAVING FUTURE
- PHASES*

BUS STOP
Walker Street
(50' R/W)
Asphalt Pavement
NEW SIDEWALK
5' Concrete Walk
ENTRANCE SIGN
FOUNTAIN
Bench Typ.
FUTURE
EXISTING SIDEWALK
BIKE RACK
DELIVERY
EXISTING UTILITY
BUILDING P
24,795 S.F
BLDG A
NORTH WING
BLDG A
CENTER
DUMPSTER ENCLOSURE
BLDG D
CORP. HQ
~ 4,560 S.F.
FUTURE
PLAZA
BLDG A
NORTH WING
5.5' CONCRETE WALK
6' CONCRETE WALK
PARCEL 2
9.47 Ac.
5' CONCRETE SIDEWALK
ENTRANCE FEATURE
S25°00'00"E 1043.40'
EXISTING PAVED
PARKING TO REMAIN
BIKE RACK
BUS STOP
Center Avenue
(R/W Varies 66' Plat)
Asphalt Pavement
PARCEL 1
5.23 Ac.

Note:
Corporate Headquarters: Up to 80,000sf
Professional Services/Medical Office/Clinic: Up to 30,000 sf

PARCEL 1
5.23 Ac.

0 20 40 80
GRAPHIC SCALE: 1"= 40'



WAYFINDING SITE
SCALE: 1"=40'

Attachment: Exhibit C - Amended (2025-O-3081 : Fountainhead First Major Amendment)

EXHIBIT "B"

Exhibit "B" to Ordinance No. _____

THIS FIRST MAJOR AMENDMENT TO FOUNTAINHEAD MIXED USE PLANNED UNIT DEVELOPMENT (MPUD) DEVELOPMENT AGREEMENT is made this 28th day of January, 2025, by and between **FOUNTAINHEAD DEVELOPERS, LLC**, a Florida limited liability company, and the **CITY OF HOLLY HILL COMMUNITY REDEVELOPMENT AGENCY and the CITY OF HOLLY HILL**, a Florida municipal corporation (the "City").

WHEREAS, Fountainhead Developers, LLC, and the City entered into that certain Development Agreement (the "Agreement") dated March 30, 2017, recorded in the public records of Volusia County Florida, in Book: 7894 Page 2486, for the development of certain real property as described in said Agreement; and

WHEREAS, Owners and City wish to further modify certain provisions of the Agreement as detailed below.

NOW, THEREFORE, in consideration of the mutual covenants and promises made herein, the parties hereto covenant and agree to bind themselves to changes made to sections 2 and 6 and 7 of the written development agreement as follows (changes shown in ~~strikethrough~~/underline format):

2. Master Development Plan. The PROPERTY shall be rezoned and entitled to be developed as a MPUD in accordance with the Master Development Plan, which consist of the AGREEMENT, all exhibits thereto, and adopting Ordinance 2991. The MDP shall govern the development of the property as an MPUD and shall regulate the use of this PROPERTY. This development is subject to all provisions of the City of Holly Hill Land Development Regulations (LDRs) as of the date of the submittal of application for the permit or development approval, unless specifically provided otherwise by the MDP. With the approval of this rezoning, the development of the PROPERTY shall be determined to be consistent and comply with the City of Holly Hill Comprehensive Plan. The following summarizes the development that is approved for the PROPERTY:

A. Corporate Headquarters:	~~110,172~~	80,000	square	feet
B. Medical Office/Clinic:	~~16,000~~	30,000	square	feet
C. Office:		30,000	square	feet
D. Fitness Center:		4,000	square	feet
E. Child Day Care:		6,000	square	feet
F. Specialty Food/Restaurant		4,000	square	feet

Attachment: Exhibit B - First MAJOR Amendment (2025-O-3081 : Fountainhead First Major Amendment)

G. Multi-family Dwelling Units* 88 dwelling units

6. **Phasing of Development**. The PROPERTY may be developed in multiple phases as individual parcels shown on the MDP. However, at a minimum, the following improvements must be included as part of Phase I and also illustrated in Exhibit C:

~~A. Synergy Billing Headquarters (2 Buildings, totaling 21,000 square feet)~~

~~B. Synergy Academy (7,000 square feet)~~

A. A minimum of 28,000 square feet of development consisting of Synergy Billing Headquarters, Synergy Academy, Medical Office/Clinic, or a combination thereof, must be completed in Phase I.

7. Permitted Uses. Each of the parcels comprising the PROPERTY may be developed as follows:

A. Corporate Headquarters: ~~110,172~~ 80,000 square feet
   a. Administrative offices and corporate offices
   b. Training centers/private meeting centers/assembly areas
   c. Vocational Academy***
B. Professional Services/Medical Office/Clinic: ~~16,000~~ 30,000 square feet
   a. Laboratories: biological, optical, medical, dental and X-ray, but not including research and development laboratories related to the manufacturing of drugs for distribution and sale, and not including blood banks.
   b. All-inclusive care for adult persons, including a pharmacy to serve only those persons enrolled in a program of all-inclusive care for adults such as a (PACE) program. Any pharmacy on the PROPERTY cannot be a retail pharmacy or serve the general public.
C. Professional Service/Office: 30,000 square feet
   a. A Financial Institution may be located on Parcel 2 or Parcel 3. If drive-thru service is to be provided, an update to the TIA shall be required.
D. Fitness Center: 4,000 square feet
E. Child Day Care: 6,000 square feet
   a. Child day care centers in accordance with the requirements set out in Section 114-667 (2)-(6) of the Holly Hill LDR's.**
F. Specialty Food/Restaurant 4,000 square feet
G. Multi-family Dwelling Units* 88 dwelling units
H. Park, public meeting area, public open space and governmental uses.

1. The attached **EXHIBIT C (AMENDED),** replaces in its entirety all prior exhibits labeled as Exhibit C and approved prior to the approval of this Major Amendment.

2. The parties agree that this First Amendment, consisting of changes above shown (as underlined additions, and stricken thru deletions) is a Major Amendment to the Agreement approved by the City Commission. **All other provisions, conditions, and requirements of the Written Development Agreement dated March 30, 2017, recorded in the public records of Volusia**

Attachment: Exhibit B - First MAJOR Amendment (2025-O-3081 : Fountainhead First Major Amendment)

County Florida, in Book: 7894 Page 2486 and the minor amendment signed on November 23, 2021, remain in full force and effect.

NOW THEREFORE, the undersigned parties hereby agree to the above terms and conditions of the First Major Amendment.

CITY OF HOLLY HILL, a Florida municipal corporation

By: _____

John Penny, Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization**,** this ____ day of _____, _____ (year), by _____, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Signature

_____
Printed Name

Commission No.: _____

My Commission Expires: _____

Attachment: Exhibit B - First MAJOR Amendment (2025-O-3081 : Fountainhead First Major Amendment)

WITNESSES:

FOUNTAINHEAD DEVELOPERS, LLC

a Florida limited liability company

_____

_____

By:

Name: _____

Title: _____

_____

(Name Printed or Typed)

_____

_____

(Name Printed or Typed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this _____ day of _____, 2025 by _____, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

_____

Notary Signature

_____

Printed Name

Commission No.: _____

Attachment: Exhibit B - First MAJOR Amendment (2025-O-3081 : Fountainhead First Major Amendment)

My Commission Expires: _____

EXHIBIT C (AMENDED)

Attachment: Exhibit B - First MAJOR Amendment (2025-O-3081 : Fountainhead First Major Amendment)